GARLAND

AGENDA

CITY COUNCIL WORK SESSION
City of Garland
Work Session Room, City Hall
William E. Dollar Municipal Building
200 North Fifth Street
Garland, Texas
April 30, 2018
6:00 p.m.

DEFINITIONS:

Written Briefing: Items that generally do not require a presentation or discussion by the staff or Council. On these items the staff is seeking direction from the Council or providing information in a written format.

Verbal Briefing: These items do not require written background information or are an update on items previously discussed by the Council.

Regular Item: These items generally require discussion between the Council and staff, boards, commissions, or consultants. These items are often accompanied by a formal presentation followed by discussion.

[Public comment will not be accepted during Work Session unless Council determines otherwise.]

NOTICE: The City Council may recess from the open session and convene in a closed executive session if the discussion of any of the listed agenda items concerns one or more of the following matters:

(1) Pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct. Sec. 551.071, Tex. Gov't Code.

(2) The purchase, exchange, lease or value of real property, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.072, Tex. Gov't Code.

(3) A contract for a prospective gift or donation to the City, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.073, Tex. Gov't Code.

(4) Personnel matters involving the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint against an officer or employee. Sec. 551.074, Tex. Gov't Code.

(5) The deployment, or specific occasions for implementation of security personnel or devices. Sec. 551.076, Tex. Gov't Code.

(6) Discussions or deliberations regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect of the sort described in this provision. Sec. 551.087, Tex. Gov't Code.

(7) Discussions, deliberations, votes, or other final action on matters related to the City's competitive activity, including information that would, if disclosed, give advantage to competitors or prospective competitors and is reasonably related to one or more of the following categories of information:

- generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling;
- bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
- effective fuel and purchased power agreements and fuel transportation arrangements and contracts;
- risk management information, contracts, and strategies, including fuel hedging and storage;
- plans, studies, proposals, and analyses for system improvements, additions, or sales, other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider; and
- customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies. Sec. 551.086; Tex. Gov't Code; Sec. 552.133, Tex. Gov't Code]

1. Consider the Consent Agenda

A member of the City Council may ask for discussion or further information on an item posted as a consent agenda item on the next Regular Meeting of the City Council. The Council Member may also ask that an item on the posted consent agenda be pulled from the consent agenda and considered for a vote separate from consent agenda items on the regular agenda. All discussions or deliberations on this portion of the work session agenda are limited to posted agenda items and may not include a new or unposted subject matter.

2. Written Briefings:

a. Texas Department of Transportation's S.T.E.P. - "Click It or Ticket" - Grant

Council is requested to consider accepting a Texas Department of Transportation (TxDOT) - Selective Traffic Enforcement Program (STEP) - CIOT (Click It or Ticket) Grant. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 1, 2018 Regular Meeting.

b. Youth Programs Standards of Care Ordinance

Council is requested to consider adopting an ordinance with public comments for Youth Programs Standards of Care to meet requirements of Texas Human Resources Code 42.041. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 15, 2018 Regular Meeting.

c. Portfolio Summary

Staff presents the Portfolio Summary report to Council each quarter. The report is in compliance with the requirements of the Public Funds Investment Act. Management of the City's portfolios is conducted in accordance with the City Council Financial Policy, Statement of Investment Strategy, and Investment Policy.

d. Neighborhood Vitality Matching Grant

Council is requested to consider the Community Services Committee recommendation of approval for the applications as submitted by the following 5 neighborhood associations: Creekside Village Garland HOA, Heron’s Bay Estates HOA, Hidden Forest Estates HOA, Las Mariposas HOA, and Shores of Wellington HOA. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 1, 2018 Regular Meeting.

e. Sale of Property - 1929 Delmar

Council is requested to accept the offer and sell the property to the Garland Housing Finance Corporation. GHFC and the Housing and Community Services department may use the property to expand the supply of affordable housing within the City of Garland. This property has been held by the City of Garland since 2015. Pursuant to Section 34.05 of the Texas Property Tax Code the property may be resold to a private entity with the approval of the governing body.

3. Verbal Briefings:

a. Atmos Energy

A representative from Atmos Energy will address the City Council concerning recent events in the City of Dallas related to gas leaks and plans to address aging infrastructure going forward.

b. Street Department Construction Program Update

The Director of the Street Department will provide an update to the City Council on the status of the Street Department infrastructure construction program.

c. Consideration and Discussion regarding the Downtown/Forest Jupiter Tax Increment Financing Reinvestment Zone (TIF#1)

The Downtown/Forest-Jupiter TIF Board is seeking approval or direction from the City Council related to the Downtown/Forest-Jupiter TIF Zone amended Project Plan and Financing Plan. A Public Hearing will be held at the May 1, 2018 Regular Meeting. At Council's discretion, Council may adopt the ordinance to amend the Project Plan and Financing Plan or delay adoption pending further discussion and a subsequent public hearing.

d. Update on Rosehill Plan Implementation

Staff will provide an update on Rosehill Plan Implementation.

4. Announce Future Agenda Items

A member of the City Council, with a second by another member, or the Mayor alone, may ask that an item be placed on a future agenda of the City Council or a committee of the City Council. No substantive discussion of that item will take place at this time.

5. Adjourn

GARLAND
POLICY REPORT

City Council Work Session Agenda **2.a.**

Meeting Date: April 30, 2018

Item Title: Texas Department of Transportation's S.T.E.P. - "Click It or Ticket" - GRANT

Submitted By: Mitch Bates, Chief of Police

Council Goal: Financially Stable Government with Tax Base that Supports Community Needs
Safe, Family-Friendly Neighborhoods

ISSUE

Council is requested to consider accepting a Texas Department of Transportation (TXDOT) – Selective Traffic Enforcement Program (STEP) - CIOT (Click It or Ticket) Grant.

OPTIONS

1. Accept TxDOT S.T.E.P. grant funding 2. Do Not Accept TxDOT S.T.E.P. grant funding.

RECOMMENDATION

Option 1: Accept TxDOT grant funding for the Selective Traffic Enforcement Grant, “Click It or Ticket,” for increased safety belt compliance, May 22, 2018 – June 4, 2018. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 1, 2018 Regular Meeting.

BACKGROUND

The Garland Police Department has successfully participated in S.T.E.P. enforcement grants for many years. The purpose of this grant is to save lives by increasing occupant restraint use in all passenger vehicles and trucks by conducting intense occupant protection enforcement as well as public information and education efforts during enforcement period. Enforcement of these efforts will be focused throughout the City of Garland.

CONSIDERATION

If accepted, the $11,374.58 grant will provide 100% salary reimbursement for officers conducting CIOT enforcement during the enforcement period, May 22, 2018 – June 4, 2018. The grant is fully funded by the Texas Department of Transportation (TxDOT). The City of Garland is not required to provide matching funds.

Attachments

CIOT 2018 Proposal

Texas Traffic Safety eGrants

Fiscal Year 2018

Organization Name: City of Garland - Police Department

Legal Name: City of Garland

Payee Identification Number: 17560005344000

Project Title: STEP - Click It Or Ticket Mobilization

ID: 2018-GarlandPD-CIOT-00011

Period: 05/02/2018 to 06/10/2018

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Garland** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District**

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2017.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number: **20.616**
CFDA Title: **National Priority Safety Programs**
Funding Source: Section **405B**
DUNS: **801609462**
FAIN: **18X920405BTX1717**

Project Title: **STEP - Click It Or Ticket**
Description: To increase occupant restraint use in all passenger vehicles and trucks by conducting an intense occupant protection enforcement and public information and education effort during the Enforcement period.
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **05/02/2018** or on the date of final signature of both parties, whichever is later, and ends on **06/10/2018** unless terminated or otherwise modified.

Total Awarded: **$11,374.58**
Amount Eligible for Reimbursement by the Department: **$11,374.58**
Match Amount provided by the Subgrantee: **$0**

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

Subgrantee Signature

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

TxDOT Signature

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. It will comply with political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or

2. There is a written thirty (30) day notice by either party; or

3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of $25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of $25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency and Subgrantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of

1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision- making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://www.txdot.gov/business/partnerships/dbe.html

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification , in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally

possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal,* and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal

department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

In executing this agreement, each signatory certifies to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: https://www.sam.gov

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

3. Report the total compensation and names of its top five (5) executives to the State if:

   i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of $750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than $750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY_____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

[*This article applies only to non-profit entities.*]

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

RESPONSIBILITIES OF THE SUBGRANTEE

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend grant related training as requested by the Department.

D. Attend meetings according to the following:
1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.

G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement.

H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.

I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

J. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage), hours worked, type of citation issued or arrest made, officer and supervisor signatures.

K. All STEP agencies must provide the following provision in all daily activity report forms: "I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."

L. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

M. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.

N. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

O. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.

P. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.

Q. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.

R. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

S. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

T. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

U. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

RESPONSIBILITIES OF THE DEPARTMENT

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

1. review of periodic reports
2. physical inspection of project records and supporting documentation
3. telephone conversations
4. e-mails and letters
5. quarterly review meetings
6. eGrants

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

1. Ascertain whether or not the project objectives were met
2. Review project accomplishments (performance measures completed, targets achieved)
3. Account for any approved Program Income earned and expended
4. Identify exemplary performance or best practices

Goals & Strategies

Goal:	To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes
Strategies:	Increase enforcement of traffic safety-related laws.
	Increase public education and information campaigns.

Goal:	To increase occupant restraint use in all passenger vehicles and trucks
Strategy:	Increase enforcement of occupant protection laws.

X I agree to the above goals and strategies.

Law Enforcement Objective/Performance Measure

1. Number and type of citations/arrests to be issued during the CIOT Operation	
a. Safety Belt Citations	320
b. Child Safety Seat Citations	15
c. Increase the safety belt usage rate among drivers and front seat passengers, between pre & post survey results, by at least the following percentage points	1%
2. Total Number of Enforcement Hours	189
Step Indicator	2.65873015873016

Note:
Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E Objective/Performance Measure

1. Support Grant efforts with a public information and education (PI&E) program

a. Conduct a minimum of one (1) presentations	1
b. Conduct a minimum of two (2) media exposures (e.g. news conferences, news releases, and interviews)	2
c. Conduct a minimum of one (1) community events (e.g. health fairs, booths)	1
d. Distribute the following number of public information and education materials (if applicable)	50

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	$11,374.58	$0	$11,374.58
(200)	Fringe Benefits	$0	$0	$0
	Category I Sub-Total	$11,374.58	$0	
Category II - Other Direct Costs				
(300)	Travel	$0	$0	$0
(400)	Equipment	$0	$0	$0
(500)	Supplies	$0	$0	$0
(600)	Contractual Services	$0	$0	$0
(700)	Other Miscellaneous	$0	$0	$0
	Category II Sub-Total	$0	$0	$0
Total Direct Costs		$11,374.58	$0	$11,374.58
Category III - Indirect Costs				
(800)	Indirect Cost Rate	$0	$0	$0
Summary				
	Total Labor Costs	$11,374.58	$0	$11,374.58
	Total Direct Costs	$0	$0	$0
	Total Indirect Costs	$0	$0	$0
	Grand Total	$11,374.58	$0	$0.00
	Fund Sources (Percent Share)	100.00%	0.00%	

GARLAND
POLICY REPORT

City Council Work Session Agenda **2.b.**

Meeting Date: April 30, 2018

Item Title: Youth Programs Standards of Care Ordinance

Submitted By: D'Lee Williams, Recreation Director

Council Goal: Fully Informed and Engaged Citizenry
Consistent Delivery of Reliable City Services
Safe, Family-Friendly Neighborhoods

ISSUE

Council is requested to consider adopting an ordinance with public comments for Youth Programs Standards of Care to meet requirements of Texas Human Resources Code 42.041.

OPTIONS

1. Adopt an ordinance with public comments for Youth Programs Standards of Care
2. Do not adopt an ordinance with public comments for Youth Programs Standards of Care

RECOMMENDATION

Option 1: Adopt an ordinance with public comments for Youth Programs Standards of Care. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 15, 2018 Regular Meeting.

BACKGROUND

Texas Human Resource Code, Section 42.041(b)(14) establishes requirements to exempt recreational programs for children operated by municipalities from state child care licensing. In order to receive exempt status for elementary age (ages 5-13) and teen recreation programs, a municipality must adopt a youth programs standards of care ordinance after a public hearing, then submit a copy of the standards, a notice of the public hearing for the program and a copy of the program and a copy of the ordinance adopting the standards to the state.

Parks, Recreation and Cultural Arts Department staff has formulated standards of care for youth programs that includes staffing ratios, minimum staff, qualifications, minimum facilities, health and safety standards, and a mechanism for monitoring and enforcing the local standards; and further provides for notifying parents that the program is not licensed by the state and that the program may not be advertised as a day care facility. The Parks and Recreation Board reviewed and approved the Standards of Care at their April 4, 2018 meeting.

CONSIDERATION

If adopted, the ordinance for Youth Programs Standards of Care will comply with the state code for children's recreational programs.

Attachments

Standards of Care 2018

SOC Ordinance

GARLAND

PARKS, RECREATION & CULTURAL ARTS

Youth Program Standards of Care

Approved (date)

City of Garland recreation programs are not licensed child care programs.

The following Youth Program Standards of Care ("Standards of Care") allow for exemption from state licensing by the City of Garland, Texas pursuant to Texas Human Resources Code §42.041(b)(14). The Standards of Care are intended to be minimum standards by which the City of Garland Parks, Recreation and Cultural Arts Department will operate the City's Youth Programs. The programs operated by the City are recreational in nature and are not day care programs.

GENERAL ADMINISTRATION

1) Organization

A. The governing body of the City of garland Parks, Recreation and Cultural Arts Department (PRCAD) is the City Council.

B. Implementation of the Standards of Care is the responsibility of PRCAD.

C. These Standards of Care apply to all Programs.

D. A current copy of the Standards of Care will be made available at each program site for public and staff review.

E. Parents will be provided access to a current copy of the Standards of Care through the City's web site.

2) Definitions

As used in these Standards of Care, the following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

A. *City*: City of Garland, a Texas home rule municipality located in Dallas County, Texas.

B. *City Council*: City Council of the City of Garland.

C. *Department*: City's Parks, Recreation and Cultural Arts Department.

D. *Director*: The Recreation Director of the Department or their designee.

E. *Employee(s)*: Term used to describe people who have been hired to work for the City and have been assigned responsibility for managing, administering, or implementing some portions of the Programs.

F. *Parent(s)*: This term will be used to represent one or both parent(s) or adults who have legal custody and authority to enroll their child(ren) in Programs.

G. *Participant*: A youth whose parent(s) have completed all required registration procedures and determined to be eligible for a Program.

H. *Program* or *Youth Program*: City recreation programs consisting of the Standing Tall and Reaching for Success (STARS) Camp, the Duck Creek Adventure Camp, and such other recreation programs operated from time to time by the Department where the participants are Youth.

I. *Program Leader* or *Leader*: A Department part-time employee who has been assigned responsibility to implement the Programs.

J. *Program Manual*: Notebook of policies, procedures, required forms, and organizational and programming information relevant to Programs.

K. *Program Site*: The recreation center where program is located.

L. *Program Supervisor* or *Supervisor*: The Department's full-time Specialist who has been assigned administrative responsibility for one or more of the Programs.

M. *Recreation Center*: One of six facilities operated by the City of Garland.

N. *Youth*: A child who is at least five (5) years of age but not older than thirteen (13) years of age.

O. *Recreation Manager:* The Recreation Manager of the Department or their designee.

3) Inspections/Monitoring/Enforcement

A. The Director or Recreation Manager will make visual inspections of the Program based on the following schedule:

(1) The STARS and Duck Creek Adventure camps will be inspected twice during its summer schedule.

(2) Programs scheduled during winter break and spring break will be inspected once.

(3) The inspection schedule of other Programs shall be determined when established and will be based on the duration of the Program.

B. Complaints regarding enforcement of the Standards of Care will be directed to the Supervisor. The Supervisor will be responsible to take the necessary steps to resolve the problems. Complaints regarding enforcement of the Standards of Care and their resolution will be recorded by the Supervisor. Serious complaints regarding enforcement of the Standards of Care will be addressed by the Director and the complaint and the resolution will be noted.

4) Participation

A. Before a Youth can participate, a Parent must sign registration forms that contain:

(1) the name, address, phone number of the Youth;

(2) the name, address, and phone number of the Youth's Parent;

(3) the names and phone numbers of people to whom the Youth can be released;

(4) a statement/description of the Youth's special problems or needs;

(5) emergency medical authorization;

(6) proof of residency when appropriate; and

(7) a liability waiver.

5) Suspected Abuse

Program employees will report suspected child abuse or neglect in accordance with the Texas Family Code. In the case where a City employee is involved in an incident with a Youth that could be construed as child abuse, the incident must be reported immediately to the Recreation Manager or the Director. The Recreation Manager or Director will immediately notify the Police Department and any other agency as may be appropriate. Texas state law requires the staff of the Programs to report any suspected abuse or neglect of a child to the Texas Department of Protective and Regulatory Services or a law enforcement agency. Failure to report suspected abuse is punishable by fines up to $1,000 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.

STAFFING - RESPONSIBILITIES AND TRAINING

6) Youth Program Supervisor Qualifications

A. Criminal background checks will be conducted on prospective Program employees ages 18 and older. If results of that criminal check indicate that an applicant has been convicted of any of the following offenses, he or she will not be considered for employment:

(1) a felony or a misdemeanor classified as an offense against a person or family;

(2) a felony or misdemeanor classified as public indecency;

(3) a felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance;

(4) any offense involving moral turpitude; or

(5) any offense that would potentially put youth participants or the City at risk.

B. Supervisors will be full-time, professional employees of the City assigned to the Department and will be required to have all Program Leader qualifications as outlined in Section 8 of these Standards of Care.

C. Supervisors must be at least 21 years old

D. Supervisors must have a bachelor's degree from an accredited college or university. Acceptable degrees include:

(1) Recreation Administration or General Recreation;

(2) Physical Education; or

(3) Any other comparable degree plan that would lend itself to working in a public recreation environment.

E. Supervisors must have one years' experience planning and implementing recreational activities.

F. Supervisors must pass a background investigation including testing for illegal substances.

G. Supervisors must have successfully completed a course in first aid, Cardio Pulmonary Resuscitation (CPR), and AED based on either American Heart Association or American Red Cross standards.

7) Supervisor's Responsibilities

A. Supervisors are responsible to administer the Programs' daily operations in compliance with the adopted Standards of Care.

B. Supervisors are responsible to recommend for hire, supervise, and evaluate Leaders.

C. Supervisors are responsible to plan, implement, and evaluate programs.

8) Youth Program Leader Qualifications

A. Leaders will be part-time or temporary employees of the City assigned to the Department.

B. Leaders working with Youth must be age 18 or older.

C. Leaders should be able to consistently exhibit competency, good judgment, and self-control when working with Youth.

D. Leaders must relate to Youth with courtesy, respect, tolerance, and patience.

E. Leaders must have successfully completed a course in first aid, CPR, and AED based on either

American Heart Association or American Red Cross standards. An exception can be made for no more than one staff person at each site, and that person shall successfully complete a first aid and CPR course within four weeks of starting work.

F. Leaders must pass a background investigation including testing for illegal substances.

9) Leader Responsibilities

A. Leaders will be responsible for providing Participants with an environment in which they can feel safe, can enjoy wholesome recreation activities, and can participate in appropriate social opportunities with their peers.

B. Leaders will be responsible to know and follow all City, Departmental, and Program standards, policies, and procedures that apply to the Youth Programs.

C. Leaders must ensure that Participants are released only to a Parent or an adult designated in writing by the Parent. A copy of the Department-approved plan to verify the identity of a person authorized to pick up a Participant if that person is not known to the Leader will be on file at the Recreation Center.

10) Training/Orientation

A. The Department is responsible for providing training and orientation to Program employees working with children and for specific job responsibilities. Supervisors will provide each Leader with a Program manual specific to Youth Programs.

B. Program employees must be familiar with the Standards of Care as adopted by the City Council.

C. Program employees must be familiar with the Programs' policies including discipline, guidance, and release of participants as outlined in the Program Manual.

D. Program employees will be trained in appropriate procedures to handle emergencies.

E. Program employees will be trained in areas including City, Departmental, and Program policies and procedures, provision of recreation activities, safety issues, child psychology, and organization.

F. Program employees will be required to sign an acknowledgement that they received the required training.

OPERATIONS

11) Staff-Participant Ratio

A. The standard ratio of Participants to Leaders in the Programs will be 15 to 1. In the event a Leader is unable to report to work, a replacement will be assigned.

B. Each Participant shall have a Program employee who is responsible for the Participant and who is aware of the Participant's habits, interests, and any special problems as identified by the Participant's Parent(s) during the registration process.

12) Discipline

A. Program employees will implement discipline and guidance in a consistent manner based on the best interests of Program participants.

B. There must be no cruel or harsh punishment or treatment.

C. Program employees may use brief, supervised separation from the group if necessary.

D. As necessary, Program employees will initiate discipline reports to the Parent(s) of Participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.

E. A sufficient number and/or severe nature of discipline reports as detailed in the Program Manual may result in a Participant being suspended from the Program.

F. In instances where there is a danger to Participants or Program staff, offending Participants will be removed from the Program Site as soon as possible.

13) Programming

A. Program employees will attempt to provide activities for each group according to the Participants' ages, interests, and abilities. The activities must be appropriate to Participants' health, safety, and well-being. The activities also must be flexible and promote the Participants' emotional, social, and mental growth.

B. Program employees will attempt to provide time periods that include:

(1) Alternating active and passive activities;

(2) opportunity for individual and group activities, and

(3) outdoor time each day as weather permits.

C. Program employees will be attentive and considerate of the participants' safety on field trips and during any transportation provided by the Program.

(1) During trips, Program employees supervising Participants must have immediate access to emergency medical forms and emergency contact information for each Participant.

(2) Program employees must have a written list of the Participants in the group and must check the roll frequently.

(3) Program employees must have first aid supplies and a guide to first aid and emergency care available on field trips.

14) Communication

A. Each age group will have communication availability to allow the age group to be contacted by Recreation Center personnel.

B. The Supervisor will make available the following phone numbers adjacent to a phone accessible to all Program employees at the Recreation Center:

(1) Garland ambulance or emergency medical services

(2) Garland Police Department

(3) Garland Fire Department

(4) Recreation Center

(5) Numbers at which Parents may be reached

(6) The phone number for the Program Site itself

15) Transportation

A. Before a Participant may be transported to and from the Program Site or other location by means of transportation provided by the City, a transportation form, completed by the Parent, must be filed with the Supervisor.

B. First aid supplies and a first aid and emergency care guide will be available in all Program vehicles that transport Participants.

FACILITY STANDARDS

16) Safety

A. Program employees will inspect Program areas daily to detect sanitation and safety concerns that might affect the health and safety of the Participants.

B. Buildings, grounds, and equipment on the Program site will be inspected, cleaned, repaired, and maintained to protect the health of the Participants.

C. Program equipment and supplies must be safe for the Participants' use.

D. Program employees must have first aid supplies readily available in a designated location at each Program Site, during transportation to an off-site activity, and for the duration of any off-site activity. Program employees must have an immediately accessible guide to first aid and emergency care.

E. Air conditioners, electric fans, and heaters at the Program Site must be mounted out of Participants' reach or have safeguards that keep Participants from being injured.

F. Porches and platforms more than 30 inches above the ground at the Program Site must be equipped with railings Participants can reach.

G. All swing seats at Program Sites must be constructed of durable, lightweight, relatively pliable material.

17) Fire

A. In case of fire, danger of fire, explosion, or other emergency, Program employees' first priority is to evacuate the Participants to a designated safe area.

B. The Program Site will have an annual fire inspection and the resulting report will detail any safety concerns observed. The report will be forwarded to the Director who will review and establish deadlines and criteria for compliance.

C. All Program employees will be trained in the proper use of fire extinguishers as well as locations of fire extinguishers throughout the Recreation Center.

D. Fire drills will be initiated at the Recreation Center based on the following schedule:

(1) STARS and Duck Creek Adventure Camp: A fire drill twice during the summer sessions.

(2) Winter and spring break camps: A fire drill once during the winter and spring sessions.

(3) Other Programs: The time and frequency will be determined at the time the Program is established and will be based on the duration of the Program.

18) Health

A. *Illness or Injury*

(1) A Participant who is considered to be a health or safety concern to other Participants or Program employees will not be admitted to the Program.

(2) Illnesses and injuries will be handled in a manner to protect the health of all Participants and Program employees.

(3) Program employees will follow plans to provide emergency care for injured Participants with symptoms of an acute illness as specified in the Program manual.

(4) Program employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any Participant after a communicable disease.

B. *Administration of Medication*

Program employees will administer medication to a Participant only if:

(1) Parent(s) complete and sign a medication form that provides authorization for staff to dispense medication with details as to time and dosages.

(2) Prescription medications are in the original containers labeled with the Participant's name, a date, directions, and the physician's name. Program employees will administer the medication only as stated on the label. Program employees will not administer medication after the expiration date.

(3) Nonprescription medications are labeled with the Participant's name and the date the medication was brought to the Program. Nonprescription medication must be in the original container. Program employees will administer it only according to label direction.

(4) Medication dispensed will be limited to routine oral ingestion not requiring special knowledge or skills on the part of Program employees. No injections will be administered by the Program employees.

(5) Program employees must ensure medications are inaccessible to Participants or, if it is necessary to keep medications in the refrigerator (when available), medications will be kept separate from food.

C. *Toilet Facilities*

(1) The Program site will have inside toilets located and equipped so children can use them independently and Program staff can supervise as needed.

(2) There must be one flush toilet for every 30 children. Urinals may be counted in the ratio of toilets to children, but they must not exceed 50% of the total number of toilets.

(3) An appropriate and adequate number of lavatories will be provided.

D. *Sanitation*

(1) Each Program Site must have adequate light, ventilation, and heat.

(2) Each Program Site must have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the participants in a sanitary manner.

(3) Program employees must see that garbage is removed from buildings daily.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GARLAND, TEXAS, ADOPTING STANDARDS OF CARE FOR YOUTH PROGRAMS OFFERED BY THE CITY OF GARLAND PARKS, RECREATION, CULTURAL ARTS DEPARTMENT; DIRECTING THAT A COPY OF THIS ORDINANCE, THE ADOPTED STANDARDS OF CARE AND OTHER PROGRAM INFORMATION BE DELIVERED TO THE STATE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Human Resource Code, Section 42.041(b)(14) establishes requirements to exempt recreational programs operated by municipalities for children from State child care licensing;

WHEREAS, in order to receive exempt status for an elementary age (ages 5-13) recreation program, a municipality must adopt standards of care ordinance after a public hearing for the program, then submit a copy of the standards, a notice of the public hearing for the program, a copy of the program, and a copy of the ordinance adopting the standards to the State;

WHEREAS, the City of Garland, Texas, has formulated standards of care that at a minimum includes staffing ratios, minimum staff, qualifications, minimum facilities, health and safety standards, and a mechanism for monitoring and enforcing the local standards; and further provides for notifying parents that the program is not licensed by the state and that the program may not be advertised as a day care facility; and

WHEREAS, the City Council after conducting a public hearing and affording a full and fair hearing to all citizens, and in the exercise of legislative discretion, has concluded that the attached standards of care should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF GARLAND, TEXAS;

Section 1.

The City Of Garland, Texas, hereby adopts the standards of care for an elementary age recreation program, which is attached as Exhibit “A” and incorporated herein by reference, pursuant to Section 42.041 (b)(14), Texas Human Resources Code.

Section 2.

That the Managing Director of Parks, Recreation, and Cultural Arts shall cause a copy of the standards, a notice of the public hearing for the program, a copy of the program, and a copy of this Ordinance adopting the standards be delivered to the State in accordance with the applicable regulations.

Section 3.

This Ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this the _____ day of _______________, 2018.

CITY OF GARLAND, TEXAS

____
Mayor

ATTEST:

____
City Secretary

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **2.c.**

Meeting Date: April 30, 2018

Item Title: Portfolio Summary

Submitted By: Steve Anderson, Investment and Debt Administrator

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Summary of Request/Problem

Staff presents the Portfolio Summary report to Council each quarter. The report is in compliance with the requirements of the Public Funds Investment Act. Management of the City's portfolios is conducted in accordance with the City Council Financial Policy, Statement of Investment Strategy, and Investment Policy.

Recommendation/Action Requested and Justification

The March 31, 2018 Portfolio Summary is presented to inform the Council of the current status of the City's invested funds. Staff will be available to discuss the report with Council.

Attachments

Portfolio Summary

GARLAND

April 20, 2018

To: Members of the City Council,
City Manager,
and City of Garland Residents

The Portfolio Summary report is presented to Council each quarter. We certify that the March 31, 2018 report is in compliance with the requirements of the Public Funds Investment Act. Management of the City's portfolios is maintained in accordance with the City Council Financial Policy, Statement of Investment Policy and Statement of Investment Strategy.

Steve Anderson
Investment & Debt Director

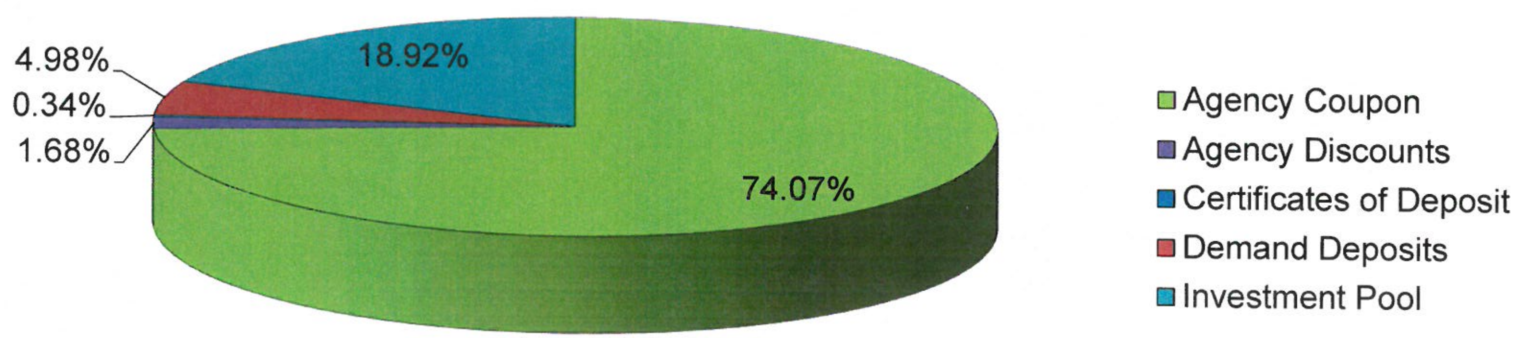
Matt Watson
Finance Director

Kathryn Ritchie
Controller

Safety - Securities by Type
City of Garland, Texas
March 31, 2018

Security Type	Treasury	GO I & S	Rate Mitigation	Economic Development	CMH Landfill	Water & Sewer Reserve	CIP Interim Financing	Grants & Other	Total Book Value	Percent
Agency Coupon	$163,257,151	$ -	$143,437,105	$ -	$ 8,329,008	$ 4,000,055	$ -	$ -	$319,023,319	74.07%
Agency Discounts			4,998,428			2,253,983			$ 7,252,410	1.68%
Certificates of Deposit	-	-		-	415,000	1,062,000	-	-	1,477,000	0.34%
Demand Deposits	21,445,301	-		-	-	-	-	-	21,445,301	4.98%
Investment Pool	17,973,071	9,576,746	32,038,448	6,718,666	1,034,096	460,523	12,595,178	1,102,933	81,499,662	18.92%
Total	$202,675,523	$ 9,576,746	$180,473,981	$ 6,718,666	$ 9,778,103	$ 7,776,561	$ 12,595,178	$ 1,102,933	$430,697,692	100.00%

Safety - Securities by Type

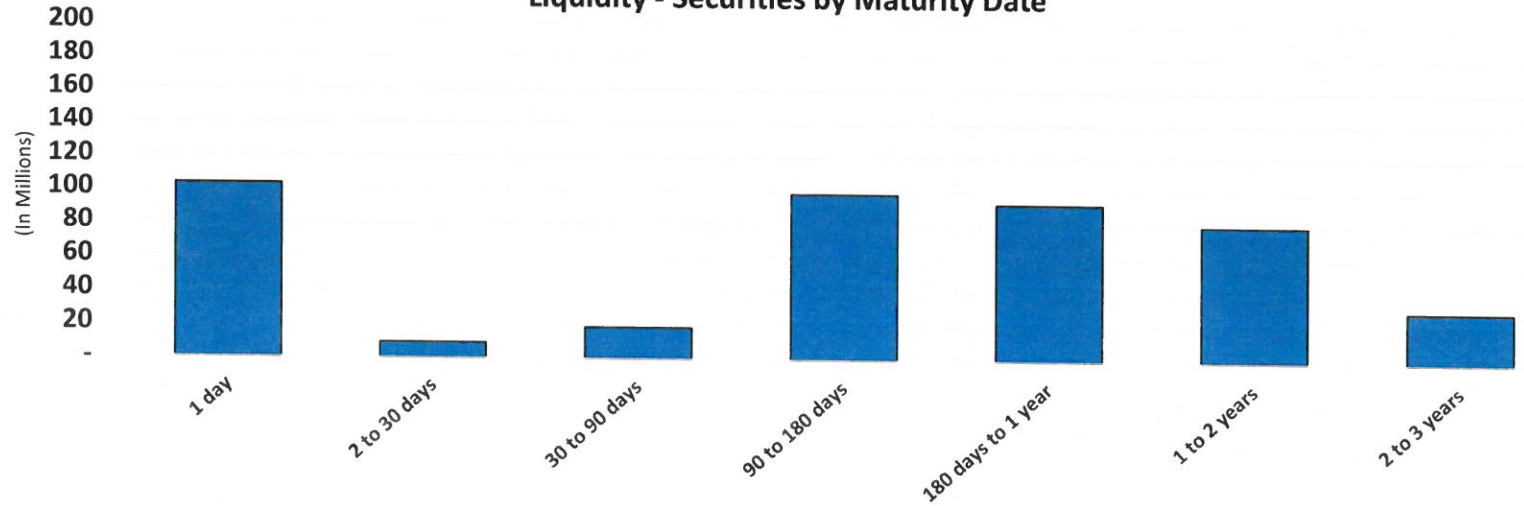


Note:
Safety and preservation of capital are the foremost objectives of the investment program. Types of securities held in the investment portfolio must be authorized by the Texas Government Code and City Council Policy.

Liquidity - Securities by Maturity Date
City of Garland, Texas
March 31, 2018

	Treasury	GO I & S	Rate Mitigation	Economic Development	CMH Landfill	Water & Sewer Reserve	CIP Interim Financing	Grants & Other	Total Par Value	Percent
1 day - Pools & Demand Deposits	$ 39,418,372	$ 9,576,746	$ 32,038,448	$ 6,718,666	$ 1,034,096	$ 460,523	$ 12,595,178	$ 1,102,933	$ 102,944,963	23.89%
2 to 30 days	-	-	9,000,000	-	-	-	-	-	9,000,000	2.09%
31 to 90 days	4,750,000	-	11,500,000	-	-	2,260,000	-	-	18,510,000	4.29%
91 to 180 days	47,500,000	-	46,000,000	-	2,625,000	2,000,000	-	-	98,125,000	22.77%
181 days to 1 year	51,250,000	-	34,125,000	-	4,075,000	3,062,000	-	-	92,512,000	21.47%
1 to 2 years	41,000,000	-	36,845,000	-	2,045,000	-	-	-	79,890,000	18.54%
2 to 3 years	19,000,000	-	11,000,000	-	-	-	-	-	30,000,000	6.96%
	$ 202,918,372	$ 9,576,746	$ 180,508,448	$ 6,718,666	$ 9,779,096	$ 7,782,523	$ 12,595,178	$ 1,102,933	$ 430,981,963	100.00%
Weighted Average Maturity Days	303	1	259	1	271	235	1	1	260	

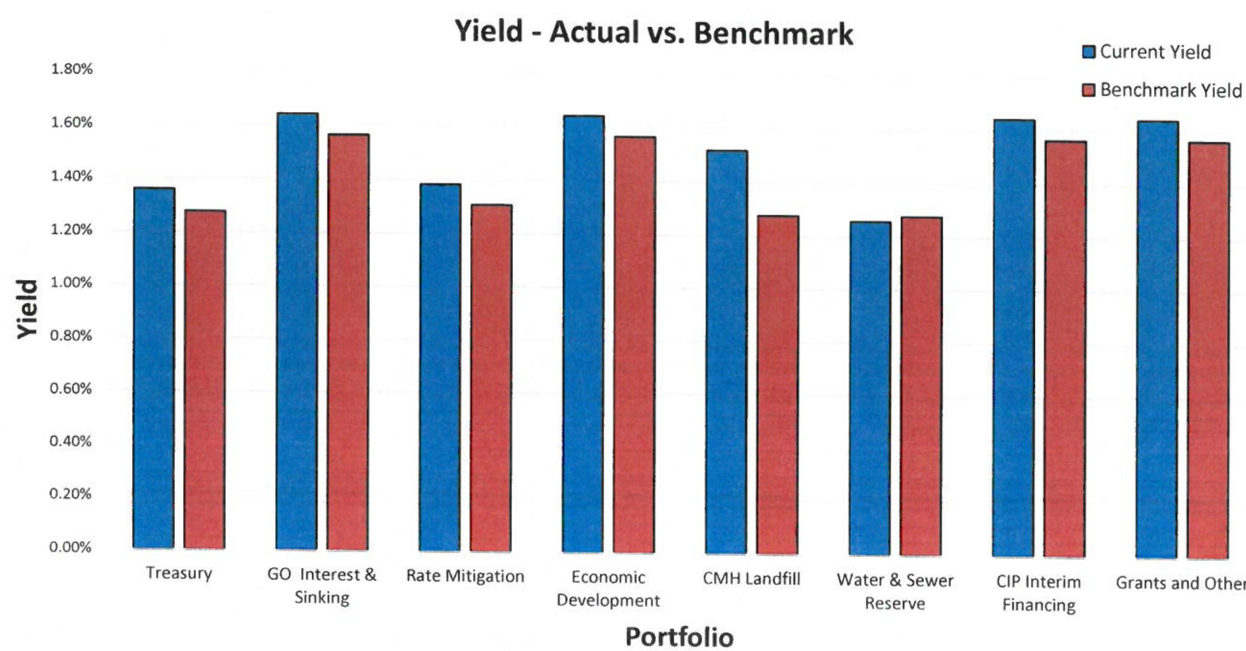
Liquidity - Securities by Maturity Date



Note:
Liquidity is maintained in the investment portfolio to ensure that all operating expenditures are paid when due. Securities with varing maturities comprise the investment portfolio so that sufficient funds are always available.

Yield - Interest Income
City of Garland, Texas
March 31, 2018

Portfolio	Interest Income Fiscal YTD	Current Yield	Benchmark Yield	Unrealized Gain (Loss)
Treasury	$1,454,257	1.360%	1.278%	($1,132,647)
GO Interest & Sinking	$99,055	1.644%	1.566%	$0
Rate Mitigation	$1,008,135	1.384%	1.309%	($682,834)
Economic Development	$47,233	1.644%	1.566%	$0
CMH Landfill	$64,820	1.518%	1.278%	($37,193)
Water & Sewer Reserve	$47,219	1.258%	1.278%	($127,182)
CIP Interim Financing	$65,095	1.644%	1.566%	$0
Grants and Other	$6,545	1.644%	1.566%	$0
Total Portfolios	$2,792,358			($1,979,856)



Note:
The investment program is designed to attain a market average rate of return taking into account the cash flow characteristics of each portfolio. Investment securities are held to maturity. Consequently, losses are not incurred. Unrealized Gain / Loss is reported to draw attention to possible gains or losses only if securities were sold prior to maturity.

GARLAND

City of Garland
Texas Compliance Summary
Sorted by Investment Class
October 1, 2017 - March 31, 2018

Investment Class			Par Value	Market Value	Book Value	Accrued Interest
> 1 Year FV	Value beginning	10/01/2017	271,390,000.00	270,645,211.75	271,396,322.87	454,096.70
	Net Change		7,080,000.00	6,002,396.34	6,817,290.07	111,836.94
	Value ending	03/31/2018	278,470,000.00	276,647,608.09	278,213,612.94	565,933.64
< 1 Year AC	Value beginning	10/01/2017	172,083,688.95	172,056,295.42	172,079,632.60	25,105.68
	Net Change		-19,571,726.45	-19,872,375.58	-19,595,553.71	156,749.38
	Value ending	03/31/2018	152,511,962.50	152,183,919.84	152,484,078.89	181,855.06
Total	Value beginning	10/01/2017	443,473,688.95	442,701,507.17	443,475,955.47	479,202.38
	Net Change		-12,491,726.45	-13,869,979.24	-12,778,263.64	268,586.32
	Value ending	03/31/2018	430,981,962.50	428,831,527.93	430,697,691.83	747,788.70

GARLAND

City of Garland
Texas Compliance Details
Sorted by Investment Class
March 31, 2018

CUSIP	Investment #	Fund	Issuer	Investment Type	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
Investment Class: > 1 Year FV												
313385VH6	2395	214	Federal Home Loan Bank	AFD	5,000,000.00	04/09/2018		1.415	99.967	03/29/2018	4,998,385.00	4,998,427.78
3130A4GJ5	2317	214	Federal Home Loan Bank	FAC	4,000,000.00	04/25/2018		1.125	99.958	03/29/2018	3,998,340.00	4,001,061.05
313379DT3	2319	214	Federal Home Loan Bank	FAC	5,000,000.00	06/08/2018		1.250	99.901	03/29/2018	4,995,070.00	5,004,508.65
3133EGEQ4	2299	214	Federal Farm Credit Bank	FAC	2,500,000.00	06/13/2018		0.875	99.831	03/29/2018	2,495,792.50	2,500,657.74
3133EGEQ4	2301	214	Federal Farm Credit Bank	FAC	4,000,000.00	06/13/2018		0.875	99.831	03/29/2018	3,993,268.00	4,000,868.83
313385YF7	2370	233-01	Federal Home Loan Bank	ATD	500,000.00	06/18/2018		1.230	99.632	03/29/2018	498,160.50	498,667.50
313385YF7	2371	233-02	Federal Home Loan Bank	ATD	1,055,000.00	06/18/2018		1.230	99.632	03/29/2018	1,051,118.66	1,052,188.43
3134G9A31	2302	100	Federal Home Loan Mort. Corp.	FAC	4,750,000.00	06/29/2018		0.920	99.772	03/29/2018	4,739,189.00	4,750,000.00
3133EGML6	2308	214	Federal Farm Credit Bank	FAC	7,500,000.00	07/18/2018		0.750	99.672	03/29/2018	7,475,415.00	7,499,097.19
3133EGML6	2309	100	Federal Farm Credit Bank	FAC	2,500,000.00	07/18/2018		0.750	99.672	03/29/2018	2,491,805.00	2,499,699.06
3130ABVJ2	2348	223-02	Federal Home Loan Bank	FAC	2,000,000.00	07/24/2018		1.250	99.791	03/29/2018	1,995,830.00	2,000,062.78
3134G73Q2	2241	100	Federal Home Loan Mort. Corp.	FAC	3,000,000.00	07/27/2018	04/27/2018	1.000	99.719	03/29/2018	2,991,576.00	3,000,000.00
3134G73Q2	2242	214	Federal Home Loan Mort. Corp.	FAC	2,000,000.00	07/27/2018	04/27/2018	1.000	99.719	03/29/2018	1,994,384.00	2,000,000.00
3133EGPL3	2313	100	Federal Farm Credit Bank	FAC	6,000,000.00	07/27/2018		0.830	99.700	03/29/2018	5,982,006.00	5,999,632.67
3133EGPL3	2314	214	Federal Farm Credit Bank	FAC	3,000,000.00	07/27/2018		0.830	99.700	03/29/2018	2,991,003.00	2,999,816.33
3133EGPL3	2398	100	Federal Farm Credit Bank	FAC	1,000,000.00	07/27/2018		0.830	99.700	03/29/2018	997,001.00	999,938.78
3136G1AK5	2221	100	Fed National Mort Assoc	FAC	2,000,000.00	07/30/2018		1.000	99.710	03/29/2018	1,994,216.00	1,999,958.29
3136G1AK5	2300	214	Fed National Mort Assoc	FAC	1,500,000.00	07/30/2018		1.000	99.710	03/29/2018	1,495,662.00	1,501,168.19
3133EE6G0	2210	100	Federal Farm Credit Bank	FAC	2,000,000.00	08/06/2018		1.150	99.796	03/29/2018	1,995,928.00	2,000,000.00
3130A6XE2	2310	100	Federal Home Loan Bank	FAC	4,000,000.00	08/10/2018		1.250	99.746	03/29/2018	3,989,852.00	4,006,463.95
3130A6XE2	2311	214	Federal Home Loan Bank	FAC	4,000,000.00	08/10/2018		1.250	99.746	03/29/2018	3,989,852.00	4,006,463.95
3130A8TF0	2320	100	Federal Home Loan Bank	FAC	10,000,000.00	08/15/2018		0.800	99.568	03/29/2018	9,956,890.00	10,001,061.75
3133EGSB2	2336	100	Federal Farm Credit Bank	FAC	4,000,000.00	08/24/2018		0.850	99.610	03/29/2018	3,984,424.00	3,999,462.15
3130A9CX7	2337	214	Federal Home Loan Bank	FAC	3,000,000.00	09/07/2018		1.000	99.573	03/29/2018	2,987,190.00	3,000,479.65
3133EGUK9	2321	100	Federal Farm Credit Bank	FAC	10,000,000.00	09/19/2018		0.930	99.551	03/29/2018	9,955,180.00	10,000,000.00
3133EGUK9	2322	214	Federal Farm Credit Bank	FAC	10,000,000.00	09/19/2018		0.930	99.551	03/29/2018	9,955,180.00	10,000,000.00
3133EGUK9	2323	214	Federal Farm Credit Bank	FAC	10,000,000.00	09/19/2018		0.930	99.551	03/29/2018	9,955,180.00	9,998,600.00
3133EGUY9	2335	214	Federal Farm Credit Bank	FAC	3,000,000.00	09/20/2018		0.875	99.544	03/29/2018	2,986,335.00	2,999,876.16
3130A9LV1	2338	100	Federal Home Loan Bank	FAC	3,000,000.00	09/27/2018		0.900	99.463	03/29/2018	2,983,908.00	3,000,225.32
949763BK1	2324	233-02	First Financial	BCD	115,000.00	09/28/2018		1.150	100.000	03/29/2018	115,000.00	115,000.00
949763BK1	2325	223-02	First Financial	BCD	110,000.00	09/28/2018		1.150	100.000	03/29/2018	110,000.00	110,000.00
55266CTF3	2326	223-02	First Financial	BCD	105,000.00	09/28/2018		1.050	100.000	03/29/2018	105,000.00	105,000.00

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CUSIP	Investment #	Fund	Issuer	Investment Type	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
Investment Class: > 1 Year FV												
55266CTF3	2327	233-02	First Financial	BCD	110,000.00	09/28/2018		1.050	100.000	03/29/2018	110,000.00	110,000.00
3134GAMV3	2328	214	Federal Home Loan Mort. Corp.	FAC	5,000,000.00	09/28/2018		1.000	99.548	03/29/2018	4,977,430.00	5,000,923.16
3130A9AE1	2333	214	Federal Home Loan Bank	FAC	3,000,000.00	10/01/2018		0.875	99.439	03/29/2018	2,983,191.00	3,000,015.28
3130A9AE1	2334	100	Federal Home Loan Bank	FAC	2,000,000.00	10/01/2018		0.875	99.439	03/29/2018	1,988,794.00	2,000,000.00
3136G2R58	2249	100	Fed National Mort Assoc	FAC	4,000,000.00	10/26/2018		1.040	99.433	03/29/2018	3,977,344.00	4,000,000.00
3136G2PF8	2239	100	Fed National Mort Assoc	FAC	2,000,000.00	10/29/2018	04/29/2018	1.125	99.473	03/29/2018	1,989,468.00	2,000,000.00
3130ACU69	2390	214	Federal Home Loan Bank	FAC	4,000,000.00	11/15/2018		1.500	99.665	03/29/2018	3,986,632.00	3,999,135.14
3135G0G72	2251	100	Fed National Mort Assoc	FAC	3,000,000.00	12/14/2018		1.125	99.349	03/29/2018	2,980,470.00	2,999,546.36
313376BR5	2346	214	Federal Home Loan Bank	FAC	2,000,000.00	12/14/2018		1.750	99.786	03/29/2018	1,995,736.00	2,006,873.31
3133EHZG1	2358	214	Federal Farm Credit Bank	FAC	2,000,000.00	12/21/2018		1.300	99.559	03/29/2018	1,991,194.00	1,999,699.56
3134G9ZR1	2303	100	Federal Home Loan Mort. Corp.	FAC	1,250,000.00	12/28/2018		1.000	99.151	03/29/2018	1,239,387.50	1,250,000.00
3134GAQT4	2329	100	Federal Home Loan Mort. Corp.	FAC	3,000,000.00	01/17/2019	04/17/2018	1.000	99.098	03/29/2018	2,972,949.00	3,000,000.00
3134GAQT4	2330	214	Federal Home Loan Mort. Corp.	FAC	2,000,000.00	01/17/2019	04/17/2018	1.000	99.098	03/29/2018	1,981,966.00	2,000,000.00
3133EFWD5	2262	100	Federal Farm Credit Bank	FAC	5,000,000.00	01/25/2019		1.230	99.378	03/29/2018	4,968,940.00	5,000,000.00
3134G9U88	2316	100	Federal Home Loan Mort. Corp.	FAC	3,000,000.00	01/25/2019		1.000	99.145	03/29/2018	2,974,353.00	2,999,754.18
3133EJCW7	2405	100	Federal Farm Credit Bank	FAC	5,000,000.00	02/15/2019		1.950	100.000	03/29/2018	5,000,000.00	4,999,040.56
912828P53	2406	100	United States Treasury	TRC	5,000,000.00	02/15/2019		0.750	98.828	03/29/2018	4,941,405.00	4,946,986.38
3135G0J53	2394	100	Fed National Mort Assoc	FAC	5,000,000.00	02/26/2019		1.000	98.952	03/29/2018	4,947,600.00	4,962,439.17
313378QK0	2392	214	Federal Home Loan Bank	FAC	2,125,000.00	03/08/2019		1.875	99.718	03/29/2018	2,119,024.50	2,126,275.75
313378QK0	2393	635	Federal Home Loan Bank	FAC	1,875,000.00	03/08/2019		1.875	99.718	03/29/2018	1,869,727.50	1,876,125.66
3130ADVE9	2408	214	Federal Home Loan Bank	FAC	5,000,000.00	03/21/2019		2.125	99.972	03/29/2018	4,998,615.00	4,997,695.83
3133EHA52	2366	214	Federal Farm Credit Bank	FAC	4,000,000.00	03/27/2019		1.375	99.371	03/29/2018	3,974,876.00	4,000,000.00
3137EADZ9	2339	214	Federal Home Loan Mort. Corp.	FAC	2,000,000.00	04/15/2019		1.125	98.934	03/29/2018	1,978,698.00	1,995,198.97
3133EJBZ1	2399	214	Federal Farm Credit Bank	FAC	5,000,000.00	05/08/2019		2.000	99.849	03/29/2018	4,992,495.00	4,998,676.67
912828R44	2400	100	United States Treasury	TRC	5,000,000.00	05/15/2019		0.875	98.562	03/29/2018	4,928,125.00	4,937,393.77
3135G0K77	2383	214	Fed National Mort Assoc	FAC	1,000,000.00	06/13/2019	06/13/2018	1.250	98.844	03/29/2018	988,440.00	995,885.02
313379EE5	2347	214	Federal Home Loan Bank	FAC	3,000,000.00	06/14/2019		1.625	99.341	03/29/2018	2,980,245.00	3,008,597.33
3130ABB21	2349	100	Federal Home Loan Bank	FAC	2,000,000.00	07/26/2019	04/26/2019	1.375	98.797	03/29/2018	1,975,946.00	1,998,311.11
3133EGPD1	2318	100	Federal Farm Credit Bank	FAC	3,000,000.00	08/01/2019		1.180	98.634	03/29/2018	2,959,038.00	3,000,000.00
3137EAEH8	2403	100	Federal Home Loan Mort. Corp.	FAC	5,000,000.00	08/15/2019		1.375	98.835	03/29/2018	4,941,785.00	4,952,952.38
3134G3A91	2391	214	Federal Home Loan Mort. Corp.	FAC	4,750,000.00	08/22/2019		1.400	98.875	03/29/2018	4,696,586.25	4,723,969.53
3133EHYJ6	2351	100	Federal Farm Credit Bank	FAC	2,000,000.00	09/12/2019		1.375	98.843	03/29/2018	1,976,866.00	2,000,000.00
3134GBJ52	2360	214	Federal Home Loan Mort. Corp.	FAC	5,000,000.00	09/27/2019	06/27/2018	1.500	98.830	03/29/2018	4,941,515.00	5,000,000.00
3130ACM92	2377	635	Federal Home Loan Bank	FAC	1,630,000.00	10/21/2019		1.500	98.848	03/29/2018	1,611,237.07	1,628,059.05
3133EA5N4	2361	214	Federal Farm Credit Bank	FAC	1,095,000.00	10/22/2019		1.250	98.465	03/29/2018	1,078,201.61	1,091,211.58
3130ADUB6	2407	214	Federal Home Loan Bank	FAC	5,000,000.00	12/19/2019		2.320	100.006	03/29/2018	5,000,310.00	4,999,803.81

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CUSIP	Investment #	Fund	Issuer	Investment Type	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
Investment Class: > 1 Year FV												
3137EAEE5	2367	214	Federal Home Loan Mort. Corp.	FAC	2,000,000.00	01/17/2020		1.500	98.573	03/29/2018	1,971,472.00	1,998,550.59
3130ADN32	2404	214	Federal Home Loan Bank	FAC	5,000,000.00	02/11/2020		2.125	99.585	03/29/2018	4,979,290.00	4,991,509.00
3135G0T29	2373	100	Fed National Mort Assoc	FAC	5,000,000.00	02/28/2020		1.500	98.490	03/29/2018	4,924,530.00	4,995,303.24
3130ABUN4	2380	100	Federal Home Loan Bank	FAC	5,000,000.00	02/28/2020		1.520	98.559	03/29/2018	4,927,995.00	4,989,068.46
3130ABUN4	2381	214	Federal Home Loan Bank	FAC	3,000,000.00	02/28/2020		1.520	98.559	03/29/2018	2,956,797.00	2,993,993.80
3134GBL83	2364	100	Federal Home Loan Mort. Corp.	FAC	3,000,000.00	03/27/2020	09/27/2018	1.600	98.586	03/29/2018	2,957,580.00	3,000,000.00
3130ACN83	2378	100	Federal Home Loan Bank	FAC	5,000,000.00	05/15/2020	05/15/2019	1.700	98.605	03/29/2018	4,930,275.00	5,000,000.00
3130ACN83	2382	214	Federal Home Loan Bank	FAC	5,000,000.00	05/15/2020	05/15/2019	1.700	98.605	03/29/2018	4,930,275.00	4,996,493.11
3134GBN40	2363	214	Federal Home Loan Mort. Corp.	FAC	2,000,000.00	06/29/2020	06/29/2018	1.625	98.384	03/29/2018	1,967,694.00	2,000,000.00
3130ACE26	2356	100	Federal Home Loan Bank	FAC	2,000,000.00	09/28/2020		1.375	97.548	03/29/2018	1,950,964.00	1,997,765.65
3134GBL42	2359	100	Federal Home Loan Mort. Corp.	FAC	3,000,000.00	09/28/2020	09/28/2018	1.670	97.978	03/29/2018	2,939,346.00	3,000,000.00
3133EHF57	2372	100	Federal Farm Credit Bank	FAC	3,000,000.00	10/13/2020		1.680	98.155	03/29/2018	2,944,659.00	2,997,973.33
				Subtotal	**278,470,000.00**						**276,647,608.09**	**278,213,612.94**
Investment Class: < 1 Year AC												
TEXSTAR	1822	100	TXSTAR	RRP	3,194,456.16			1.500	100.000	03/29/2018	3,194,456.16	3,194,456.16
TREASURY	1825	100	TEXPOOL Investement Pool	RRP	14,778,614.94			1.644	100.000	03/29/2018	14,778,614.94	14,778,614.94
FICA1	1944	100	Federally Insured Cash Accunt	RR2	10,482,881.85			1.310	100.000	03/29/2018	10,482,881.85	10,482,881.85
ICSA	1991	100	Insured Cash Shelter Account	RR2	10,962,419.09			1.350	100.000	03/29/2018	10,962,419.09	10,962,419.09
DEBTSVC	1814	111	TEXPOOL Investement Pool	RRP	9,576,745.87			1.644	100.000	03/29/2018	9,576,745.87	9,576,745.87
RATE	1815	214	TEXPOOL Investement Pool	RRP	32,038,448.40			1.644	100.000	03/29/2018	32,038,448.40	32,038,448.40
LANDFILL	1812	635	TEXPOOL Investement Pool	RRP	1,034,095.59			1.644	100.000	03/29/2018	1,034,095.59	1,034,095.59
WTR-RES-2009	1826	223-01	TEXPOOL Investement Pool	RRP	257.31			1.644	100.000	03/29/2018	257.31	257.31
WTR-RES-OTHER	1833	223-02	TEXPOOL Investement Pool	RRP	226,730.49			1.644	100.000	03/29/2018	226,730.49	226,730.49
SWR-RES-2009	1827	233-01	TEXPOOL Investement Pool	RRP	449.75			1.644	100.000	03/29/2018	449.75	449.75
SWR-RES-OTHER	1834	233-02	TEXPOOL Investement Pool	RRP	233,085.70			1.644	100.000	03/29/2018	233,085.70	233,085.70
HCV	1865	822-01	TEXPOOL Investement Pool	RRP	904,894.49			1.644	100.000	03/29/2018	904,894.49	904,894.49
FSS ESCROW	1866	822-02	TEXPOOL Investement Pool	RRP	134,089.06			1.644	100.000	03/29/2018	134,089.06	134,089.06
SEIZURE OTHR	1905	923	TEXPOOL Investement Pool	RRP	62,900.47			1.644	100.000	03/29/2018	62,900.47	62,900.47
ED FD	2186	215	TEXPOOL Investement Pool	RRP	6,718,666.08			1.644	100.000	03/29/2018	6,718,666.08	6,718,666.08
GO CP	2268	601	TEXPOOL Investement Pool	RRP	860,569.39			1.644	100.000	03/29/2018	860,569.39	860,569.39
ELEC CP	2269	210	TEXPOOL Investement Pool	RRP	1,416,811.65			1.644	100.000	03/29/2018	1,416,811.65	1,416,811.65
WATER CP	2270	220	TEXPOOL Investement Pool	RRP	5,324,313.77			1.644	100.000	03/29/2018	5,324,313.77	5,324,313.77
SEWER CP	2271	230	TEXPOOL Investement Pool	RRP	4,877,291.68			1.644	100.000	03/29/2018	4,877,291.68	4,877,291.68
ELEC NOTES	2298	208	TEXPOOL Investement Pool	RRP	116,191.65			1.644	100.000	03/29/2018	116,191.65	116,191.65
JAG-2017	2344	871-17	TEXPOOL Investement Pool	RRP	1,049.11			1.644	100.000	03/29/2018	1,049.11	1,049.11

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CUSIP	Investment #	Fund	Issuer	Investment Type	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
Investment Class: < 1 Year AC												
313385YF7	2369	223-02	Federal Home Loan Bank	ATD	455,000.00	06/18/2018		1.230	99.632	03/29/2018	453,326.06	453,787.43
313397YF2	2374	233-01	Federal Home Loan Mortgage Cor	ATD	250,000.00	06/18/2018		1.220	99.632	03/29/2018	249,080.25	249,339.17
3133EHTM5	2350	635	Federal Farm Credit Bank	FAC	2,625,000.00	09/04/2018		1.300	99.744	03/29/2018	2,618,303.63	2,625,000.00
3133EHYV9	2357	214	Federal Farm Credit Bank	FAC	2,000,000.00	09/14/2018		1.250	99.751	03/29/2018	1,995,020.00	2,000,000.00
3130ACMK7	2375	635	Federal Home Loan Bank	FAC	2,200,000.00	10/16/2018		1.375	99.661	03/29/2018	2,192,546.40	2,199,823.10
3133EHHF3	2345	233-02	Federal Farm Credit Bank	FAC	2,000,000.00	11/01/2018		1.250	99.651	03/29/2018	1,993,032.00	1,999,992.22
3130ACU69	2389	100	Federal Home Loan Bank	FAC	3,000,000.00	11/15/2018		1.500	99.665	03/29/2018	2,989,974.00	2,999,072.98
3132X0F71	2397	214	Farmer Mac	FAC	5,000,000.00	01/25/2019		1.880	99.802	03/29/2018	4,990,115.00	5,000,000.00
3130ADNE8	2401	100	Federal Home Loan Bank	FAC	5,000,000.00	02/12/2019		1.875	99.769	03/29/2018	4,988,465.00	4,995,743.71
91527PBB2	2341	223-01	First Financial	BCD	227,000.00	02/25/2019		1.300	100.000	03/29/2018	227,000.00	227,000.00
02006LX57	2342	223-01	First Financial	BCD	248,000.00	02/25/2019		1.500	100.000	03/29/2018	248,000.00	248,000.00
857894SY6	2343	233-01	First Financial	BCD	147,000.00	02/25/2019		1.350	100.000	03/29/2018	147,000.00	147,000.00
3133EHA52	2365	100	Federal Farm Credit Bank	FAC	5,000,000.00	03/27/2019		1.375	99.371	03/29/2018	4,968,595.00	5,000,000.00
3130ACM92	2376	100	Federal Home Loan Bank	FAC	5,000,000.00	10/21/2019		1.500	98.848	03/29/2018	4,942,445.00	4,993,970.76
92937CGF9	2387	635	First Financial	BCD	167,000.00	11/01/2019		1.700	100.000	03/29/2018	167,000.00	167,000.00
38148PRZ2	2388	635	First Financial	BCD	248,000.00	11/01/2019		1.700	100.000	03/29/2018	248,000.00	248,000.00
3133EHP98	2386	100	Federal Farm Credit Bank	FAC	4,000,000.00	11/06/2019		1.600	98.979	03/29/2018	3,959,160.00	3,997,795.83
3135G0T29	2379	100	Fed National Mort Assoc	FAC	5,000,000.00	02/28/2020		1.500	98.490	03/29/2018	4,924,530.00	4,987,591.19
3134GBN40	2362	100	Federal Home Loan Mort. Corp.	FAC	3,000,000.00	06/29/2020	06/29/2018	1.625	98.384	03/29/2018	2,951,541.00	3,000,000.00
3134GBY55	2385	214	Federal Home Loan Mort. Corp.	FAC	4,000,000.00	11/17/2020		1.500	99.645	03/29/2018	3,985,824.00	4,000,000.00
				Subtotal	**152,511,962.50**						**152,183,919.84**	**152,484,078.89**
				Total	**430,981,962.50**						**428,831,527.93**	**430,697,691.83**

GARLAND
POLICY REPORT

City Council Work Session Agenda **2.d.**

Meeting Date: April 30, 2018
Item Title: Neighborhood Vitality Matching Grant
Submitted By: Scott Bollinger, Neighborhood Resource Manager
Council Goal: Safe, Family-Friendly Neighborhoods

ISSUE
Review Neighborhood Vitality Matching Grant applications.

OPTIONS
1. Approve applications as submitted.
2. Approve applications with modifications.
3. Deny approval of applications.

RECOMMENDATION
The Community Services Committee recommends approval for the applications as submitted by the following 5 neighborhood associations: Creekside Village Garland HOA, Heron's Bay Estates HOA, Hidden Forest Estates HOA, Las Mariposas HOA, and Shores of Wellington HOA. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 1, 2018 Regular Meeting.

BACKGROUND
Proposition 6 was approved by Garland voters in May 2004 and included $5,000,000 for the Neighborhood Vitality Matching Grant Program. Council has previously indicated that funds would be made available annually for neighborhood improvement projects. Preliminary bids obtained by the applicants total $166,610.

Costs may vary after awards are made and final bids are received.

CONSIDERATION
1. According to the program guidelines, approximately $500,000 will be available annually for the grant program. These funds will be appropriated as part of the annual Capital Improvement Program for approved Neighborhood Vitality projects.

2. Staff has reviewed the applications to ensure compliance with the program guidelines. Issues identified during the review process are indicated on the project summary sheets.

Attachments

Neighborhood Vitality Matching Grant Attachments

NEIGHBORHOOD VITALITY MATCHING GRANT

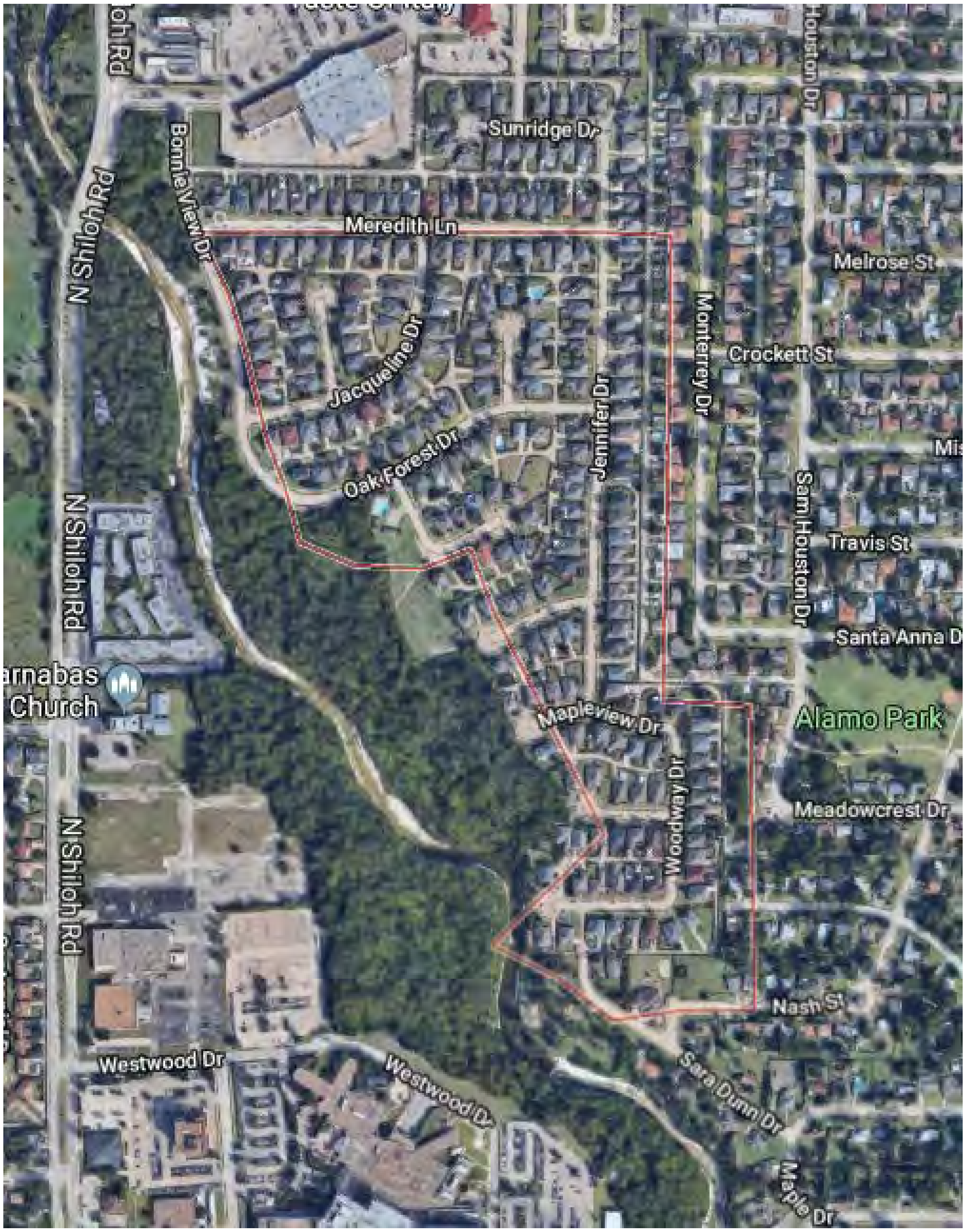
PROJECT SUMMARY

Neighborhood Association: Creekside Village Garland HOA
Project Name: Community Dog Park and Common Area Enhancements
Project Location: Throughout neighborhood (See map for locations)

Total Project Cost:	$ 21,000
Requesting Amount:	$ 17,850
Neighborhood Match:	$ 3,150
Match %:	15%

Project Summary:

- Installation of fenced dog park
- Installation of 2 additional flag poles Garland and State of Texas along with existing national flag)
- Add picnic tables and benches near community pavilion in common area
- Replace wrought iron fence at front gate (cannot be repaired, needs to be replaced)


Sunridge Dr
Houston Dr
Bonnie View Dr
N Shiloh Rd
Meredith Ln
Melrose St
Monterrey Dr
Crockett St
Jacqueline Dr
Jennifer Dr
Oak Forest Dr
Sam Houston Dr
Travis St
Santa Anna D
Alamo Park
Mapleview Dr
Woodway Dr
Meadowcrest Dr
Nash St
Westwood Dr
Sara Dunn Dr
Maple Dr
arnabas
Church

NEIGHBORHOOD VITALITY MATCHING GRANT

PROJECT SUMMARY

Neighborhood Association: Heron's Bay Estates HOA
Project Name: Neighborhood Lighting for visibility, safety, and identity along with entryway enhancement with waterfall feature
Project Location: 4514 Sea Sparrow Ln.

Total Project Cost:	$ 46,000
Requesting Amount:	$ 36,800
Neighborhood Match:	$ 9,200
Match %:	20%

Project Summary:

- Install new lighting along neighborhood entry wall for visibility and safety
- Create new waterfall feature at neighborhood entry to conserve water by converting existing pond.

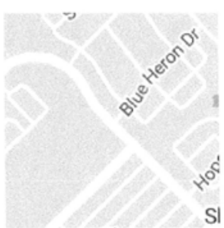
Project #2

Image capture: Jan 2017 © 2018 Google

Garland, Texas

Google, Inc.

Street View - Jan 2017



pond
w/ visible debris
inside

Project
2A

Waterfall would be similar to this, with a larger area for the blue herons. Pump & skimmer would be in an easily accessible area for maintenance. Pond & waterfall would be shut off during times of drought.

NEIGHBORHOOD VITALITY MATCHING GRANT

PROJECT SUMMARY

Neighborhood Association: Hidden Forest Estates Association of Homeowners
Project Name: Neighborhood Entryway Enhancement and Rest/Dog Stations
Project Location: Community Entrance at Hwy 66 and Basswood Tr. & River Birch Tr. At Red Cedar Tr.

Total Project Cost:	$ 48,010.58
Requesting Amount:	$ 38,408.46
Neighborhood Match:	$ 9,602.12
Match %:	20%

Project Summary:

- New landscaping for neighborhood entryway
- 2 Rest stations with benches and doggy pickup stations


Hidden Forest
GRAND HOMES
2 BENCH
REST/DOG STATION
NEW LANDSCAPE
1- BENCH REST/DOG STATION.
MODEL
SPEC
STATE HIGHWAY NO. 86

NEIGHBORHOOD VITALITY MATCHING GRANT

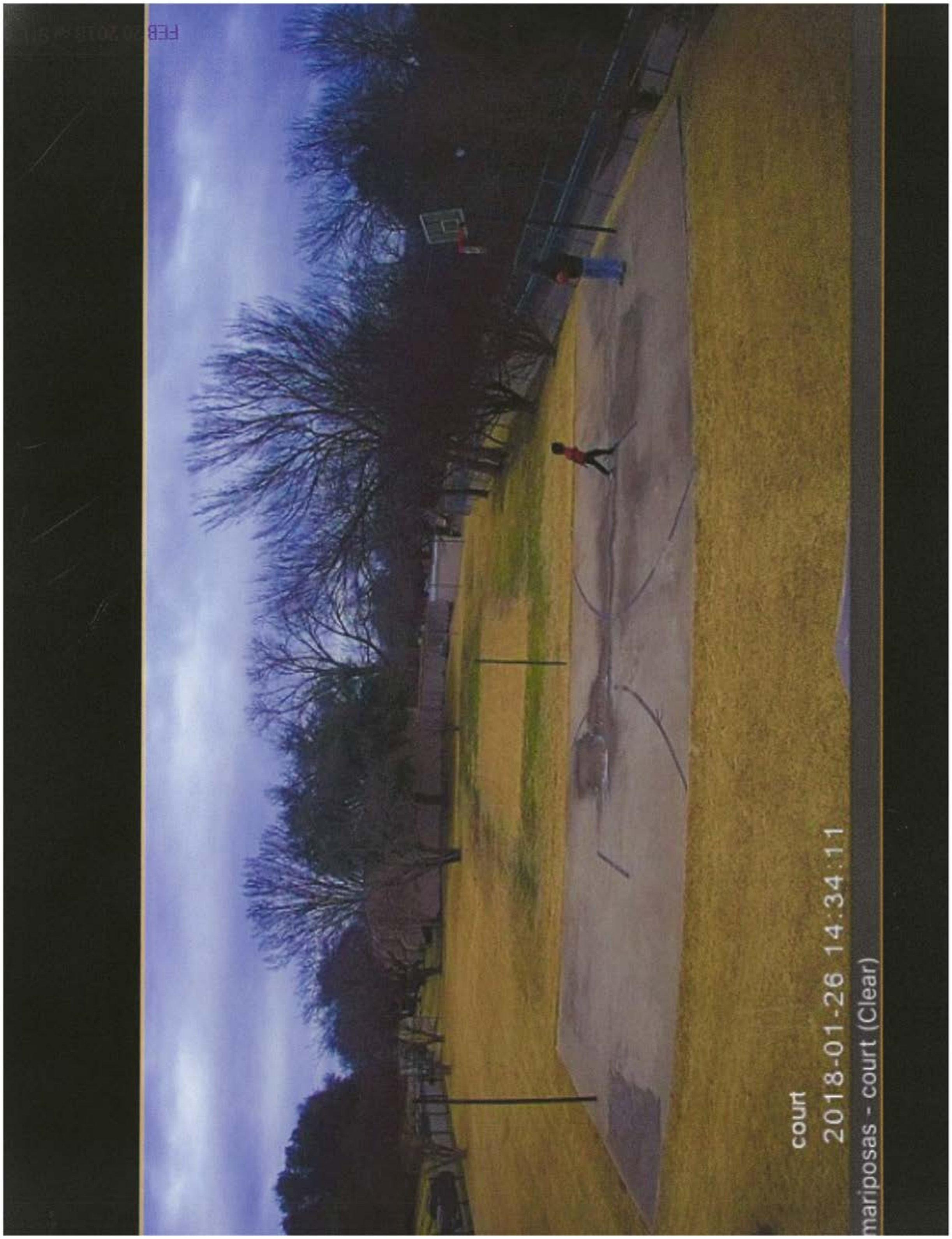
PROJECT SUMMARY

Neighborhood Association: Las Mariposas HOA
Project Name: Basketball Court Addition – New Goal and Use Guidelines
Project Location: 500 Valley Park Dr.

Total Project Cost:	$ 3,600
Requesting Amount:	$ 3,240
Neighborhood Match:	$ 360
Match %:	10%

Project Summary:

- Add new basketball goal for two goal games and use guidelines for existing basketball court


court
2018-01-26 14:34:11
mariposas - court (Clear)

NEIGHBORHOOD VITALITY MATCHING GRANT

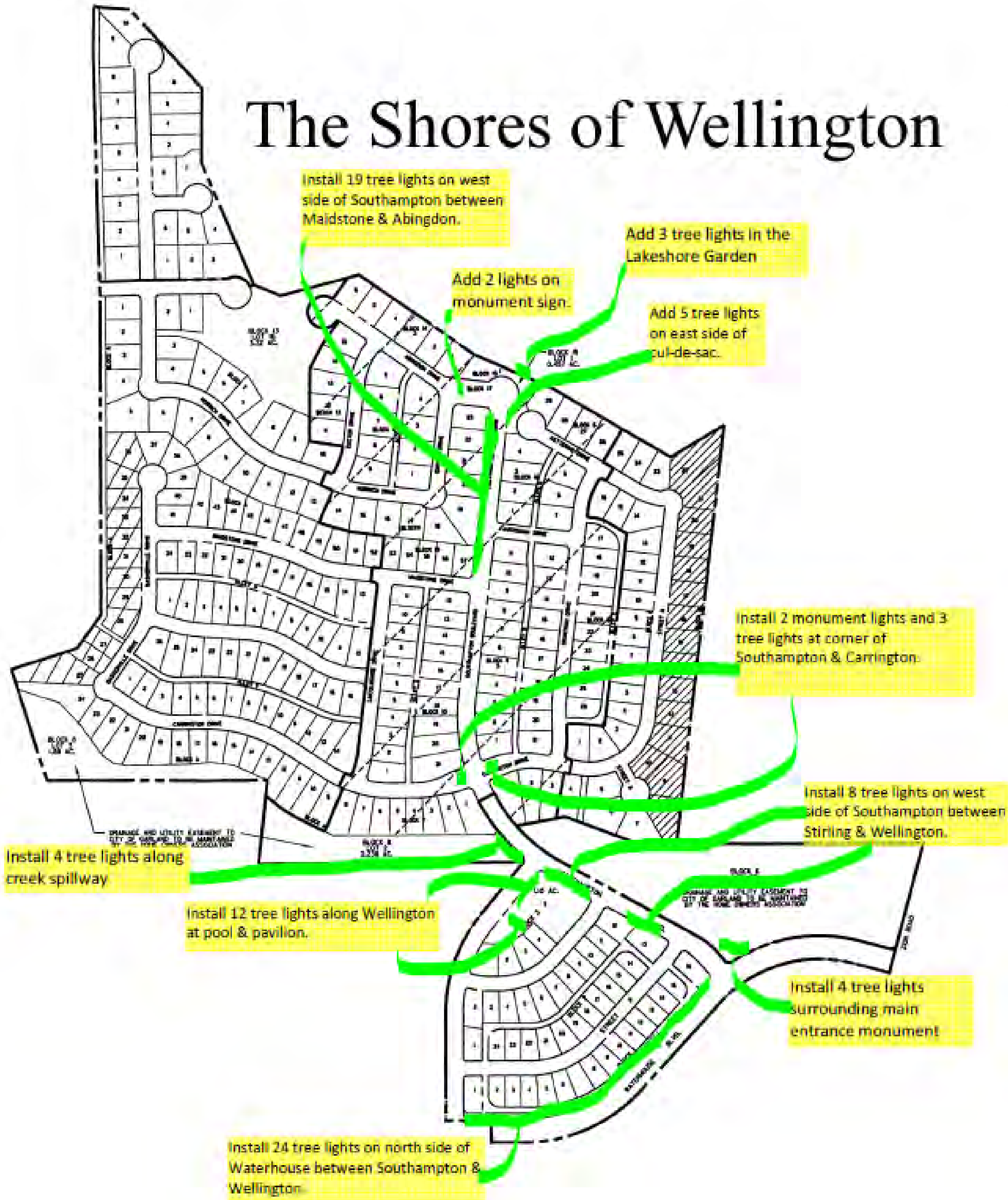
PROJECT SUMMARY

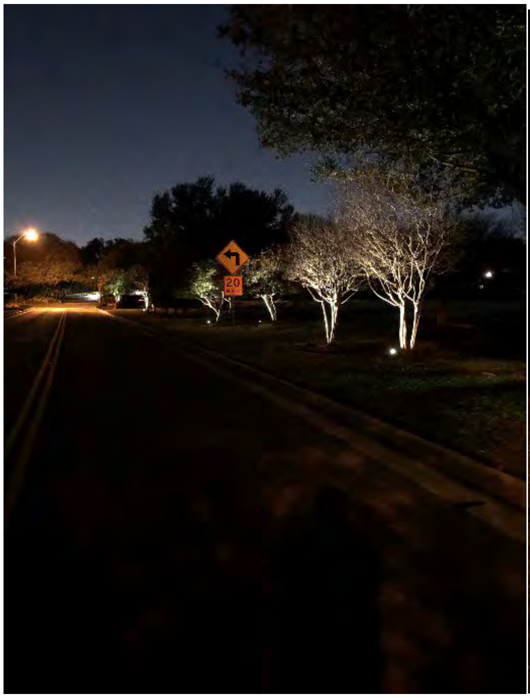
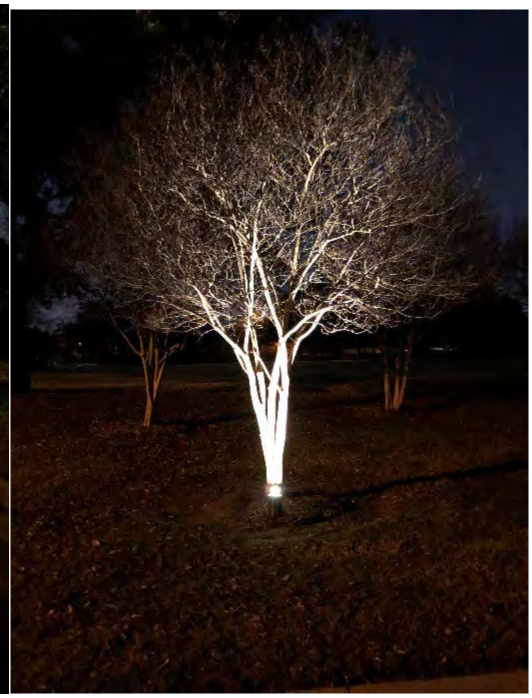
Neighborhood Association: Shores of Wellington HOA
Project Name: Neighborhood Lighting for visibility, safety, and identity
Project Location: 4509 Alderney Drive, Garland TX 75043 and throughout neighborhood

Total Project Cost:	$ 48,000
Requesting Amount:	$ 38,400
Neighborhood Match:	$ 9,600
Match %:	20%

Project Summary:

- Install new lighting (78 lights) throughout the neighborhood
    - Tree landscape lights throughout the neighborhood
    - At Entryways
    - Along walkways


The Shores of Wellington
Install 19 tree lights on west side of Southampton between Maidstone & Abingdon.
Add 3 tree lights in the Lakeshore Garden
Add 2 lights on monument sign.
Add 5 tree lights on east side of cul-de-sac.
Install 2 monument lights and 3 tree lights at corner of Southampton & Carrington.
Install 8 tree lights on west side of Southampton between Stirling & Wellington.
Install 4 tree lights along creek spillway
Install 12 tree lights along Wellington at pool & pavilion.
Install 4 tree lights surrounding main entrance monument
Install 24 tree lights on north side of Waterhouse between Southampton & Wellington.


20


GARLAND
POLICY REPORT

City Council Work Session Agenda **2.e.**

Meeting Date: April 30, 2018

Item Title: Sale of Property - 1929 Delmar

Submitted By: Mona Woodard, Neighborhood Services Administrator

Council Goal: Financially Stable Government with Tax Base that Supports Community Needs
Safe, Family-Friendly Neighborhoods

ISSUE

The City of Garland received an unsolicited offer from the Garland Housing Finance Corporation (GHFC) related to the purchase of City held property obtained through a Sheriff's Sale. The property address is 1929 Delmar Drive. GHFC offer to purchase the property for $20,000. Given GHFC's offer is below the tax judgment amount and related court costs and the market value of the property, all taxing jurisdictions included in the judgment must consent to the sale. GISD and Dallas County have consented to the sale of the property to GHFC for the amouth offered by GHFC. Please note, as part of closing the property sale, all post-judgment taxes for the years 2011-2015 will be paid at closing. The total amount of post-judgment taxes will be approximately $9,820.67, of the City of Garland will receive approximately $2,663.48 of the post judgment taxes.

RECOMMENDATION

Staff recommends the City Council accept the offer and sell the property to the Garland Housing Finance Corporation. GHFC and the Housing and Community Services department may use the property to expand the supply of affordable housing within the City of Garland. This property has been held by the City of Garland since 2015. Pursuant to Section 34.05 of the Texas Property Tax Code the property may be resold to a private entity with the approval of the governing body.

Attachments

1929 Delmar - Resolution

1929 Delmar - Offer

1929 Delmar - GISD Consent

1929 Delmar - Deed

1929 Delmar - Map/Zoning

RESOLUTION NO. ____

A RESOLUTION AGREEING TO THE SALE OF CERTAIN PROPERTY LOCATED WITHIN THE CITY OF GARLAND AND OWNED BY TAXING AUTHORITIES INCLUDING THE CITY OF GARLAND AS THE RESULT OF A TAX SALE; AUTHORIZING THE MAYOR TO EXECUTE A DEED WITHOUT WARRANTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, taxing entities including the City of Garland, Texas, have become owners of certain real property by virtue of a foreclosure sale conducted pursuant to an order of the 95th Judicial District Court of Dallas County, Texas in cause number TX12-40348, and

WHEREAS, it is to the benefit of all taxing entities that the property ultimately be returned to the tax rolls

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS:

Section 1

That City agrees to the sale of certain real property being:

LOT 3 BLOCK 9 OF THE CRESTHAVEN 1 ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, COMMONLY KNOWN AS 1929 DELMAR DRIVE, AS RECORDED IN VOLUME 87064, PAGE 3281 OF THE DALLAS COUNTY DEED RECORDS (the "Property").

Section 2

That the Mayor is hereby authorized to execute a deed without warranty in the form and substance of that attached hereto as Exhibit "A".

Section 3

That this Resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this the ___ day of _________________, 2018.

CITY OF GARLAND, TEXAS

____
Mayor

ATTEST:

____
City Secretary

PERDUE BRANDON
FIELDERCOLLINS&MOTT LLP
ATTORNEYS AT LAW

J. DOUGLAS BURNSIDE
Attorney at Law
1919 S. Shiloh Rd, Ste 310, LB 40
Garland, Texas 75042
p: 972-278-8282
f: 972-278-8222
w: www.pbfcm.com

March 8, 2018

Mr. Jason Wilhite
City of Garland Housing and Community Services
200 N. 5th Street
Garland, Texas 75040

Via electronic-mail

Re: Offer from Garland Housing Finance Corporation to purchase
1929 Delmar Drive, Garland, Texas

Dear Mr. Wilhite:

Garland Housing Finance Corporation has offered to purchase 1929 Delmar Drive, Garland, Texas (BEING LOT 3, BLOCK 9, CRESTHAVEN 1 ADDITION, aka 1929 DELMAR DR., CITY OF GARLAND, DALLAS COUNTY, TEXAS, AS RECORDED IN VOLUME 87064, PAGE 3281, OF THE DALLAS COUNTY DEED RECORDS) for $10,179.33. Please note that as a part of this transaction, all post-judgment taxes for the years 2011-2015 will be paid at closing exclusive of the above amounts. The total amount of post-judgment taxes will be approximately $9,820.67 of which the City of Garland will receive approximately $2,663.48.

This property was sold at a Sheriff's Sale on February 3, 2015 pursuant to delinquent tax collection suit number TX10-40819 combined with TX04-41066. There were no bidders and the property was struck off to the City of Garland for itself and on behalf of the other taxing jurisdictions.

The property's most recent value according to the Appraisal District is $57,920.00. The property was struck off for the appraised value in the judgment, $49,410.00. The total judgment amount was $71,042.26, which includes taxes, penalties and interest, costs of court, and costs of sale.

Pursuant to the Texas Property Tax Code, City reimbursement for post-sale maintenance, court costs and costs of sale must be paid first out of the proceeds of a resale. Those costs total $9,254.71. The remainder would be distributed to the taxing jurisdictions pro-rata. A breakdown of amounts each taxing entity will receive is enclosed.

Because the purchase price is less than either the Judgment amount of taxes and court costs, $71,042.26, or the market value as stated in the judgment, $49,410.00, all jurisdictions included in the judgment must consent to the sale. Garland ISD and Dallas County have both consented to the sale.

If the City decides to accept this offer, enclosed for execution is a Special Warranty Deed our office prepared for this resale. When the Deed is executed, please return it to me so that I may finalize the transaction.

If you have any questions or need additional information, please do not hesitate to call me.

Sincerely,

J. Douglas Burnside

Enclosure

Re-sale Disbursement Worksheet
City of Garland

CAD Acct #:	26112500090030000
Property address:	1929 Delmar Drive
Cause No.:	TX10-40819 combined with TX04-41066
Judgment Date:	December 30, 2011
Sheriff's Sale Date:	February 3, 2015
Judgment amount:	GISD 1995-2010 taxes $25,999.49 (63.9%)
	City 2003-2010 taxes $6,513.10 (16.0%)
	County 1995-2010 taxes $8,161.42 (20.1%)
Total Judgment for Taxes:	$40,674.01
City Abatement Liens:	$2,858.89
Court costs:	$4,929.76
Sheriff's fees for sale:	$2,404.95
Publication fees for sheriff's sale, paid by Perdue Brandon:	$420.00
Total Costs:	$7,754.71

Funds to be disbursed as follows:

1.	**Dallas County District Clerk**	$4,929.76
2.	**Dallas County Sheriff**	$2,404.95
3.	**Perdue Brandon Fielder Collins & Mott, LLP**	$420.00
4.	**City of Garland (administrative fee)**	$1,500.00
5.	**City of Garland (Pro-rata Judgment tax year distribution)**	$148.06
6.	**Garland ISD (Pro-rata Judgment tax year distribution)**	$591.03
7.	**John Ames, Dallas County Tax Assessor (Pro-rata Judgment tax year distribution)**	$185.53
	TOTAL Judgment Distribution	$10,179.33

Post Judgment Distribution:

8.	**City of Garland (Post Judgment tax year distribution)**	$2,663.48
9.	**Garland ISD (Post Judgment tax year distribution)**	$4,718.95
10.	**John Ames, Dallas County Tax Assessor (Post Judgment tax year distribution)**	$2,438.24
	TOTAL Post Judgment Distribution	$9,820.67

	TOTAL Distribution	$20,000

RESOLUTION

A RESOLUTION AUTHORIZING THE CITY OF GARLAND TO RE-SELL TAX FORECLOSED PROPERTY LOCATED AT 1929 DELMAR DRIVE, GARLAND, TEXAS, BY PUBLIC OR PRIVATE SALE, AS PROVIDED BY SECTION 34.05 OF THE TEXAS PROPERTY TAX CODE

WHEREAS, pursuant to a delinquent tax collection lawsuit and tax foreclosure sale, the property located at 1929 Delmar Drive, Garland, Texas, ("The Property") was struck off to the City of Garland on its own behalf and as Trustee for the Garland Independent School District and Dallas County, pursuant to Section 34.01(j) of the Property Tax Code, and

WHEREAS, Garland Independent School District desires to resell The Property pursuant to Section 34.05 of the Property Tax Code for an amount not less than $6,278.94, and

WHEREAS, Garland Independent School District desires to authorize the City of Garland to act as Trustee to offer The Property for sale pursuant to Section 34.05 of the Texas Property Tax Code,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE GARLAND INDEPENDENT SCHOOL DISTRICT, GARLAND, TEXAS THAT:

Section 1. The Garland Independent School District does hereby provide specific authorization to the City of Garland to act as Trustee to offer for sale by public or private sale 1929 Delmar Drive, Garland, Texas, more fully described in Exhibit "A," attached hereto and made a part hereof, and the Board of Trustees for Garland Independent School District does hereby consent to the sale of 1929 Delmar Drive, Garland, Texas for an amount not less than $6,278.94 in compliance with Section 34.05 of the Texas Property Tax Code, and each taxing unit entitled to receive proceeds of the sale consents to the sale for that amount.

Section 2. This Resolution shall take effect immediately from and after its passage in accordance with the provisions of the law.

PASSED AND APPROVED this 19th day of July, 2016, by the Board of Trustees for the Garland Independent School District.

GARLAND INDEPENDENT SCHOOL DISTRICT

By: ______________________
Linda Griffin
President, Board of Trustees

ATTEST:

____
Larry Glick
Secretary, Board of Trustees
Garland Independent School District

EXHIBIT A

BEING LOT 3, BLOCK 9, CRESTHAVEN 1 ADDITION, aka 1929 DELMAR DR., CITY OF GARLAND, DALLAS COUNTY, TEXAS, AS RECORDED IN VOLUME 87064, PAGE 3281, OF THE DALLAS COUNTY DEED RECORDS

DEED WITHOUT WARRANTY

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS	§	

That the **City of Garland**, a Texas home-rule municipality ("Grantor"), for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration to Grantor, the receipt and sufficiency of which is hereby acknowledged, paid in hand by **Garland Housing Finance Corporation, P.O. Box 461243, Garland, TX 75046-1243** ("Grantee"), has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee that certain lot, tract, or parcel of land, commonly known as **1929 Delmar Drive**, situated in the City of Garland, County of Dallas, State of Texas, to wit:

> **BEING LOT 3, BLOCK 9, CRESTHAVEN 1 ADDITION, aka 1929 DELMAR DR., CITY OF GARLAND, DALLAS COUNTY, TEXAS, AS RECORDED IN VOLUME 87064, PAGE 3281, OF THE DALLAS COUNTY DEED RECORDS (the "Property").**

This Deed Without Warranty is subject to:

(i) any and all visible and apparent easements and encroachments, whether of record or not;

(ii) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record applicable to the land or any part thereof;

(iii) rights of the public to any portion of the above described property lying within the boundaries of dedicated or existing roadways or which may be used for road or street purposes;

(iv) rights of parties in possession; and

(v) any right of redemption as specified in Chapter 34, Subchapter B, Texas Property Tax Code.

It is understood and agreed that Grantor is not making any warranties or representations of any kind or character, express, implied or statutory, with respect to the Property, its physical condition or any other matter or thing relating to or affecting the Property and that the Property is being conveyed and transferred to Grantee "AS IS, WHERE IS, AND WITH ALL FAULTS." Grantor does not warrant or make any representations, express or implied, as to fitness for a particular purpose, merchantability, design, quantity, physical condition, operation compliance with specifications, absence of latent defects or compliance with laws and regulations (including, without limitation, those relating to zoning, health, safety and the environment) or any other matter affecting the Property.

THIS DEED IS MADE WITHOUT WARRANTY, EXPRESS OR IMPLIED, AND GRANTOR EXPRESSLY DISCLAIMS, EXCEPTS AND EXCLUDES ANY AND ALL WARRANTIES OF TITLE OR OTHERWISE FROM THIS CONVEYANCE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES ARISING UNDER COMMON LAW OR STATUTE.

The intent of this Deed Without Warranty is to transfer the Property foreclosed on by the Grantor taxing jurisdictions in Cause TX10-40819 combined with TX04-41066 in the 68th Judicial District Court, Dallas County, Texas, and no more.

When the context requires, singular nouns and pronouns include the plural.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto and in anywise belonging unto Grantee, his heirs, successors and assigns forever; **WITHOUT WARRANTY AND SUBJECT IN ALL RESPECTS TO THE DISCLAIMERS SET FORTH ABOVE.**

EXECUTED on the dates set forth in the acknowledgements below, to be EFFECTIVE on the ______day of ______________________ 2018.

GRANTOR:

CITY OF GARLAND, a Texas home-rule municipality

By: ____

Title:__________________________________

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on the _____ day of ____________, 2018, by ___________________________, in his capacity as Mayor of the City of Garland.

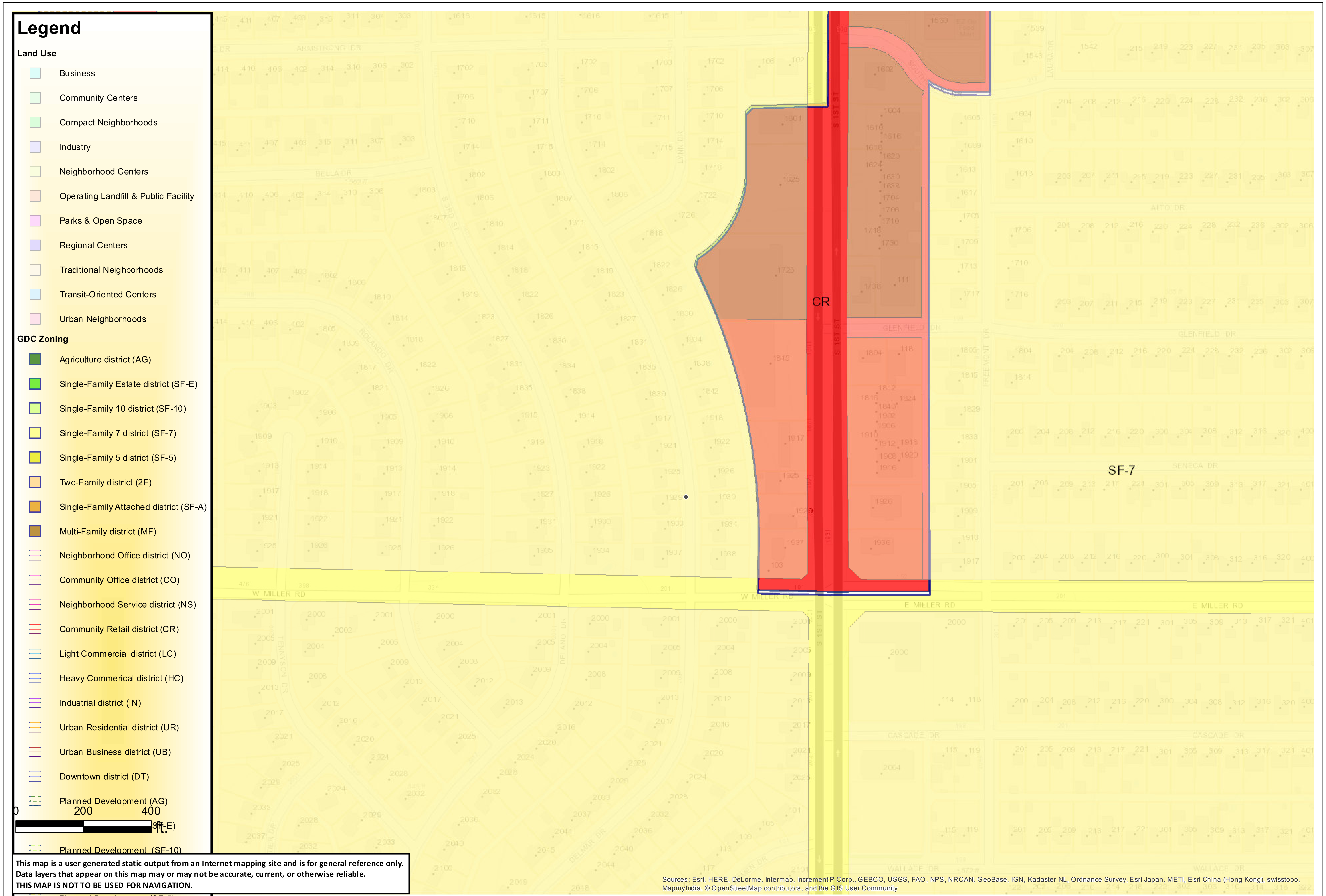
____
NOTARY PUBLIC, STATE OF TEXAS

____
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

____

1929 Delmar Drive Zoning



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Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **3.a.**

Meeting Date: April 30, 2018

Item Title: Atmos Energy

Submitted By: John Baker, Assistant City Manager

Summary of Request/Problem

A representative from Atmos Energy will address the City Council concerning recent events in the City of Dallas related to gas leaks and plans to address aging infrastructure going forward.

Recommendation/Action Requested and Justification

Council discussion.

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **3.b.**

Meeting Date: April 30, 2018

Item Title: Street Department Construction Program Update

Submitted By: Steve Oliver, Streets Director

Summary of Request/Problem

The Director of the Street Department will provide an update to the City Council on the status of the Street Department infrastructure construction program.

Recommendation/Action Requested and Justification

N/A

Attachments

4-30-18 Council Update

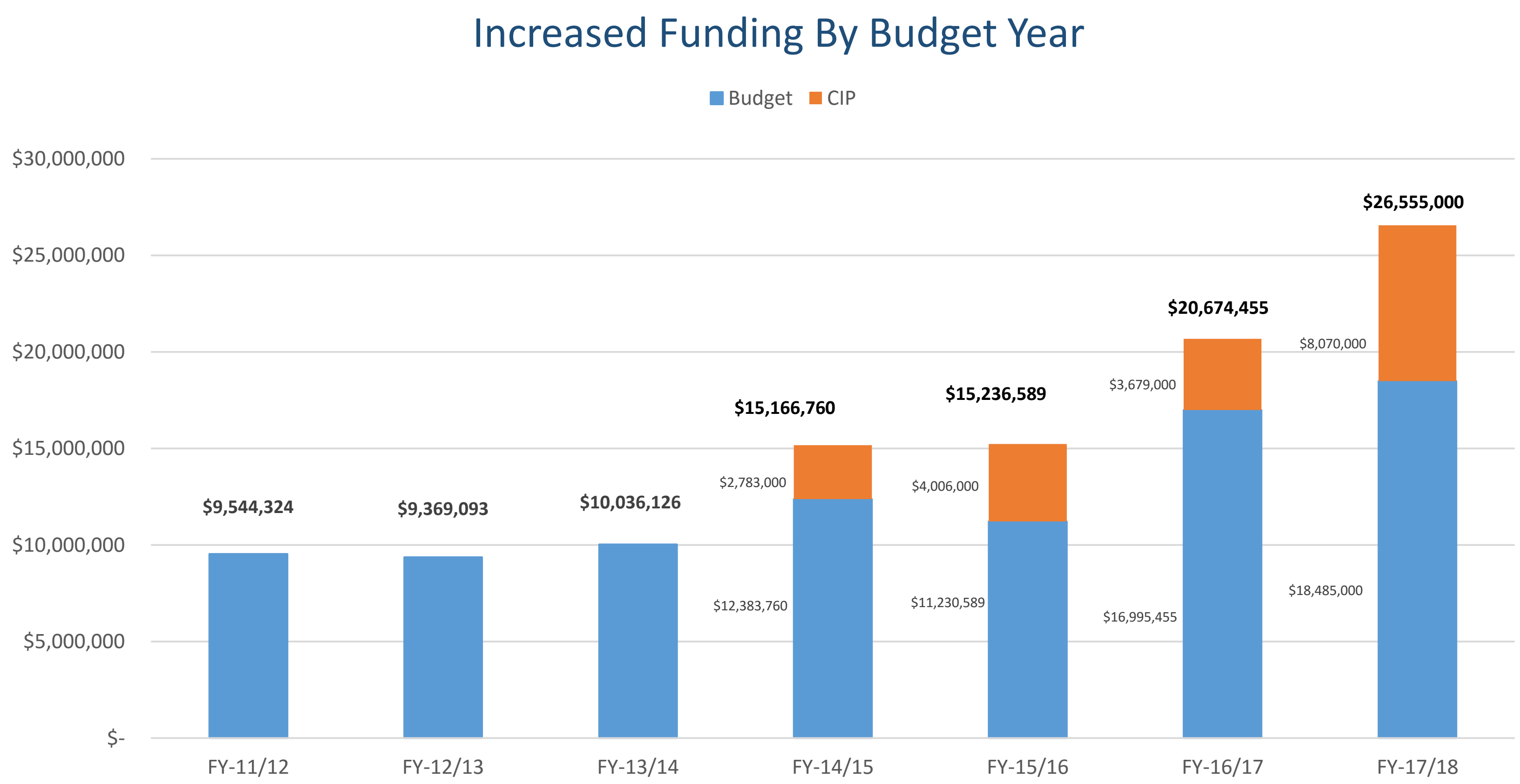
Street Department

Council Update

April 30, 2018

GARLAND

Street Department



GARLAND

Street Department

Street Department Communications Update

- Working with Public & Media Relations to develop several Public Service Announcements
  - Street Talk – Monthly publication
  - Construction Updates
  - The hunt for the orange traffic cones
  - Potholes 101
  - Street Department webpage link: Street.GarlandTx.gov
- Upcoming Videos
  - Explaining the PCI
  - What to expect when my street is overlaid
  - What to expect when my street is reconstructed
  - What to expect when my alley is reconstructed

Street Department

Street Maintenance Asphalt Patching Update

- Operational improvements implemented in January of 2017 that addressed the 2016 Pothole Audit have resulted in the following:
  - Typical 7 day turn around for potholes
  - Significant increase in the number of major patches since 2016
  - Cost per pothole down to $27.00 per pothole which is 14% less than October 2016
  - Cost of major patching is $7.64 per square yard which is 19% less than October 2016
  - Current average monthly cost of pothole patching is $12,865
  - Current average monthly cost for major patching is $25,691

Street Department

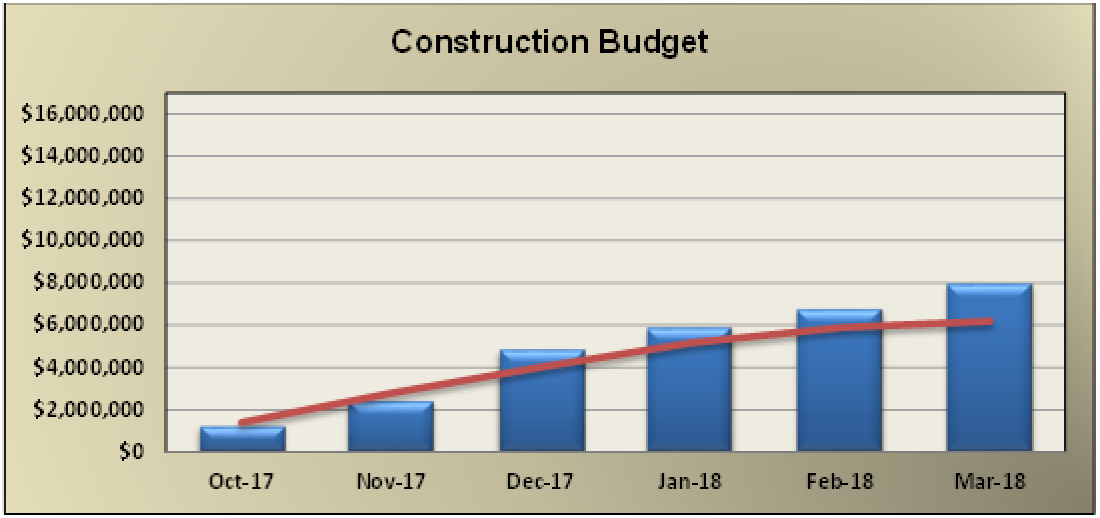
Construction Dashboards

Construction Budget

	YTD	% Chg.
YTD thru 3/18	6,200,427	
YTD Budget Target	7,969,379	
Increase (Decr.)	(1,768,952)	-22%

YTD thru 3/18
YTD Budget Target

Excludes CIP and CDBG Funding



Note: A significant portion of the annual budget will be expended through outside contract work. The Council has recently awarded large contracts that will allow funds to be spent in a timely manner. All budgeted funds will be designated for specific projects by the end of the fiscal year.

GARLAND

Street Department

Street Department Commitments on Engineering Department Projects

Project	Type	Design	Construction OPC	Tentative Bid Date
Tynes / Justice	Full Street and Panel Replacement	$ 72,000	$ 657,193	12/7/2017
Broadway, Syracuse and Intrepid	Panel Replacement		$ 400,000	9/18
Miller Rd. - Saturn to Glenbrook	Full Street and Panel Replacement	$ 60,000	$ 800,000	10/18
Roan Water Line - Rowlett to Waterhouse	Panel Replacement		$ 1,100,000	10/18
Ballinger, Bonita, Lamesa and Cortez	Bonita - Full street and Sidewalks	$ 119,000	$ 1,600,000	11/18
	Ballinger - trench line			
Glenbrook Dr. - Centerville to Carroll	Full Street	$ 180,400	$ 1,600,000	3/19
		$ 431,400	$ 6,157,193	

GARLAND

Street Department

Street Department Project Management and Contracted Projects

Project	Design Cost	Estimated Construction Cost
2017 Alley Reconstruction - Phase 2B - 4 Alleys [1]	$ 99,730	$ 669,000
2018 Alley Reconstruction - Phase 1 - 7 Alleys	$ 69,910	$ 673,000
2018 Paving, Water and Sanitary Sewer Replacement - 11 Streets	$ 573,300	$ 4,200,000
2018 Paving Replacement - 7 Streets [2]	$ 459,710	$ 3,500,000
2018 Street Department Term Concrete Repair Contract [3]		$ 8,500,000
		$ 17,542,000

[1] Bid opening in May

[2] First two streets - bid opening in May

[3] Awarded by City Council on 3/20/18

GARLAND

Street Department

2017-2019 Project List

Completed Projects for 2016-2017

Alley Reconstruction

Council District	Address Name	From	To	Status
5	Jackson	Douglas/Lexington	Douglas	Completed
5	Douglas/Lexington	Jackson	Roanoke Alley	Completed
5	Lewis/Manchester	Lamesa	Manchester	Completed
5	Lewis @ 1721	Lewis	Lewis/Randolph	Completed
7	Campbell/Jester	Royal Coach	Jester	Completed
7	Wyrick (E)	Ivanridge	Wyrick (E)	Completed
8	Forest Park/Meadow Park	Brand	West Park	Completed
8	West Park (S)	Forest Park Alley	Meadow Park	Completed
8	Pebblecreek/Willowcrest	Willowcrest	Apollo	Completed
8	Apollo/Schrieber	Kimberly	Idlewood	Completed
8	Bellmeade/Faircrest	Kingsbridge	Faircrest	Completed

Community Development Block Grant Program
Residential Street Reconstruction

Council District	Address Name	From	To	Status
5	Rolando	Miller	Delano	Completed
2	Vista	Cumberland	Dairy	Completed
5	Nash	Brookside	Garwood	Completed

Residential Street Reconstruction

Council District	Address Name	From	To	Status
5	Broadmoor	Centerville	Intervale	Completed
4	Commonwealth	Plymouth	Williamsburg	Completed
4	Commonwealth	Colonel	Plymouth	Completed
5	Mayfield	Kazak	Keele	Completed
4	Springbranch	University	Trailridge	Completed
5	Sunnybrook	Westchester	Devonshire	Completed
5	Celeste	Fifth	First	Completed

Arterial / Collector / Industrial / Residential Street Rehabilitation

Council District	Address Name	From	To	Status
5	Market Place	Centerville	Saturn	Completed
1	3100 Blk Campbell	N/A	N/A	Completed
4	Broadway	Wynn Joyce	City Limits	Completed

GARLAND

Street Department

2017-2019 Project List (Cont.)

Completed Projects for 2016-2017

Asphalt Overlay

Council District	Address Name	From	To	Status
N/A	ELM GROVE	MERRITT	LANDFILL ENTRANCE	Completed
N/A	PLEASANT VALLEY	MERRITT	ELM GROVE	Completed
8	THIRTEENTH	MAIN	AVE B	Completed
1	CASTLE	MILES	FIREWHEEL	Completed
3	GUTHRIE	BROADWAY	ROSEHILL	Completed
4	CASTLEGLEN	BROADWAY	I-30	Completed
3	PENSACOLA	SARASOTA	TAMPA	Completed
3	TAMPA	PENSACOLA	DAYTONA	Completed
4	TACOMA	MAPLE GLEN	END	Completed
4	VERA CRUZ	MARTINA	DURANGO	Completed
4	VERA CRUZ	SAN GABRIEL	MARTINA	Completed
4	GRINNELL	DORAL	O'BANION	Completed
4	GRINNELL	VALLEY MILLS	DORAL	Completed
3	PENINSULA	LOCUST GROVE	DEEP CANYON	Completed
3	PENINSULA	LOCUST GROVE	I-30	Completed
3	POINT	I-30	MARVING LOVING	Completed
3	MARVIN LOVING	CHAHA	LAKE HUBBARD	Completed
5	BROADMOOR	INTERVALE	KEY COLONY	Completed
4	BIRCHWOOD	SHADYGLEN	O'BANION	Completed
5	WINIFRED	RANCH	GLENBROOK	Completed
5	PECAN	KINGSLEY	WINIFRED	Completed
2	TALISMAN	WALNUT	SHOREHAVEN	Completed
2	TALISMAN	SHOREHAVEN	END	Completed
2	COUNTRY CLUB	MILLER	HIGH MEADOW	Completed
3	COUNTRY CLUB	CENTERVILLE	MARILEE	Completed
3	COUNTRY CLUB	WYNN-JOYCE	IROQOUIS	Completed
3	LUTHER	EASTERN HILLS	SHARI	Completed
3	EASTERN HILLS	COUNTRY CLUB	LUTHER	Completed
3	SHARI	LUTHER	SANDEE	Completed
3	SANDEE	SHARI	TOLER	Completed

GARLAN

Street Department

2017-2019 Project List (Cont.)

Proposed Projects for 2017-2018

Alley Reconstruction

Council District	Address Name	From	To	Status
8	Kingsbridge/Woodhaven	Glenbrook	Beltline	Completed
8	Woodhaven(W)	Kingsbridge Alley	Woodhaven	Completed
3	Ashglen/Branch Oaks	Field Knoll	Branch Oaks	Completed
3	Crestwood	Lyons	Lakecrest	Completed
8	Pebblecreek/Ridgegate	Ridgegate	Pebblecreek	Completed
8	Glen Canyon/Willowcrest	Apollo	Willowcrest	Completed
8	Crystal Creek/Idlewood	Schreiber	Amberway	Completed
8	Brookfield(E)	Camelot	Kingsbridge	Completed
1	Mars(W)	Carriagehouse	Pyamid Alley	Completed
8	Leicester/Trowbridge	North Garland	Old North	Completed
5	Hawthorne/Winifred Alley	Pecan	Pecan/Ranch Alley	Completed
3	Gateridge(E)	Guthrie	Green Valley Alley	Completed
5	Brookshire (SW)	Brookshire/Intervale	Birchwood	Completed
5	Birchwood/Rockledge	Broadmoor	Penn	Completed
3	Fallbrook (6317)	Fallbrook	Guthrie	Completed
3	Dandelion/Goldenrod	Country Club	Rosehill	Completed
7	Windy	Windy	Windy	Future
6	Timbercreek/Westcreek	Buckingham	Timbercreek	Future
6	Princeton	Plano	Purdue	Future
6	Lakeside/Lakewood	Shiloh	Maple	Future
1	Meridian Way/Whiteoak	Toyah Creek	Rivercrest	Future
5	Morningside/Patrica	Miller	Lakemere	Future
3	Goldenrod/Mayapple	Mayapple	Rosehill	Future
4	Oates/Waikiki	Avalon	Miami	Future
4	Oates/Waikiki	Rosehill	Avalon	Future
7	Churchill /Wyrick	Callejo	Ivanridge	Future
5	Andover/Cripple Creek	Waldorf	Manchester	Future
5	Blossom (N)/Sheridan (E)	Blossom	Kingsley	Future
5	Douglas/Lexington	Saturn	Charleston	Future
5	Briar Way/Ravencroft	Broadmoor	Northwest	Future
4	Barcelona	San Carlos	Caravaca	Future
6	Buckingham/Shadycreek	Westcreek	Shadycreek	Future
4	Caravaca/San Carlos	Barcelona Alley	Caravaca	Future
5	Chevy Chase	Broadmoor	Northwest	Future
3	Columbine/Mayapple	Country Club	Rosehill	Future
3	Country Club	Goldenrod	Columbine/Mayapple Alley	Future
8	Goliad	Monterrey	Sam Houston	Future
8	Monterrey/Sam Houston	Crockett	Goliad Alley	Future

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Street Department

2017-2019 Project List (Cont.)

Proposed Projects for 2017-2018

Alley Repair

Council District	Address Name	From	To	Status
8	Bellmeade/Faircrest	Bellmeade Alley	Kingsbridge	Future
8	Bellmeade/Kingsbridge	Bellmeade @ 217	Faircrest @ 113	Future
6	Burning Tree/O Henry	Goodwin	McCallum	Future
6	Burning Tree/Hillsdale	Goodwin	McCallum	Future
6	Burning Tree/O Henry	Bobbie	Jupiter	Future
7	Ripplewood/Robin Hill	Galaxie	Elm Ridge	Future
7	Flagstone/Jupiter	High Plateau Alley	Russwood	Future
7	Flagstone(N)	Elm Ridge	Galaxie	Future
7	Castle Rock/Crossbow	Jester Alley(W)	Jupiter	Future
7	Jester	Castle Rock	Crossbow	Future

Arterial / Collector / Industrial / Residential Street Rehabilitation

Council District	Address Name	From	To	Status
2,3	Centerville	Broadway	Hwy 66	Ongoing
7	Arapaho	Garland	Jupiter	Ongoing
5	Broadmoor	Key Colony	LaPrada	Ongoing
3,4,5	Broadway	First	Merrimac	Future
2,6,8	Forest Lane	Garland	City Limits	Future
5	Bardfield	Centerville	Niagara	Future
4	Canyon	Duck Creek	Sundown	Future
2	Mars	Rosewood Hills	Castle	Future
5	Miller	First	Glenbrook	Future
5	Patricia	Miller	Parkcrest	Future
6	Potomac	Buckingham	End	Future
5	Towngate	Northwest	Millay	Future
7	Wagon Wheel	Beltline	Apollo	Future
6	O Henry	Bobbie	Jupiter	Future
6	Lariat	Jupiter	Heights	Future
6	Lariat	Heights	McCallum	Future
6	Burning Tree	Goodwin	McCallum	Future
6	Goodwin	Potomac	Western	Future
6	Centennial	Pear Tree	Maydelle	Future
6	Bucknell	Forest Ridge	Plano	Future
6	Cornell	Bucknell	Plano	Future

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Street Department

2017-2019 Project List (Cont.)

Proposed Projects for 2017-2018

Water/Street Rehabilitation

Council District	Address Name	From	To	Status
3	Country Club	Marilee	Iroquois	Completed
5	Kazak	Mayfield	End	Completed
6	Justice	Plano	Burning Tree	Ongoing
6	Tynes	Burning Tree	Greentree	Ongoing
5	Miller	Garland	Shiloh	Future
3	Broadway	Colonel	Hiawatha	Future
3	Broadway	Hiawatha	Wynn-Joyce	Future
4	Thistle	Clover	Thicket	Future
2	High Meadow Cir	High Meadow	End	Future
2	High Meadow	Dove	Country Club	Future
5	McDonald Cir	McDonald	End	Future
5	McDonald	Saturn	Lamesa	Future
5	McDonald	McDonald	End	Future
4	Wildbriar	Shadyglen	Heatherglen	Future
3	Roan	Rowlett	Waterhouse	Future

Street Department

2017-2019 Project List (Cont.)

Proposed Projects for 2017-2018

Residential Street Reconstruction

Council District	Address Name	From	To	Status
5	Sunnybrook	Westchester	Devonshire	Completed
5	Celeste	Fifth	First	Completed
3	Bachman	Roan	Whiterock	Completed
1	Meridian	Toyah Creek	Rivercrest	Completed
4	Springbranch Circle	Springbranch	End	Completed
1	Meridian	Bringle	Rivercrest	Ongoing
5	Westchester	Garland	Sunnybrook	Ongoing
1	Deepwood	Country Club	Bringle	Future
3	Green Valley	Guthrie	Guthrie	Future
3	Mary Jane	Lakecrest	Lyons	Future
8	Queenswood	Kingsbridge	Ridgegate	Future
8	Ridgecrest	Miller	Westway	Future
8	Elizabeth	Hilltop	Inwood	Future
2	Wycliff	Miller	Danbury	Future
5	Flores	Cortez	Lamesa	Future
3	Club Creek Blvd.	Club Creek	Windridge	Future
3	Shari	Club Creek	Luther	Future
3	Northridge	Windridge	Bluffview	Future
4	Valley Mills	Grinnel	Stroud	Future
4	Valley Mills	LaPrada	Stroud	Future
3	Martindale	Ridgecove	Kerry	Future
1	Meadow Green	Talley	O'Shannon	Future
3	Blue Creek	Ridgecove	End	Future
3	Alta Oaks	Guthrie	Cedar Elm	Future
3	Emberwood	Heatherbrook	Field Knoll	Future
3	Freeport	Gulfport	Zion	Future
3	Dove Meadow	Field Knoll	Guthrie	Future
1	Bosque	Bringle	Rivercrest	Future
4	Middle Glen	Avalon	Villa Ridge	Future
5	Daugherty	Delano	First	Future
5	Carroll	Saturn	Lamesa	Future
7	North	Richoak	End	Future
8	Goliad	Sam Houston	Old Mill Run	Future

Community Development Block Grant Program

Residential Street Reconstruction

Council District	Address Name	From	To	Status
2	High Hollow	High Grove	High Mesa	Completed
2	Alto	Dairy	Curtis	Completed
2	Linda	Dairy	Cumberland	Ongoing
2	Fremont	Southwood	Miller	Ongoing

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Street Department

2017-2019 Project List (Cont.)

Proposed Projects for 2017-2018

Asphalt Overlay

Council District	Address Name	From	To	Status
3	TOBIN TR	CHICOSA TR	COUNTRY CLUB	Completed
2	ALAMO	GLENBROOK	SYLVAN	Completed
2	BANDERA	GLENBROOK	SYLVAN	Completed
1	FRIO	MERIDIAN	END	Completed
1	PALO DURO	TOYAH CREEK	NUECES	Completed
1	BOSQUE	RIVERCREST	TOYAH CREEK	Completed
1	TOYAH CREEK	BOSQUE	CASTLE	Completed
1	TOYAH CREEK	ANGELINA	BOSQUE	Completed
1	TRINIDAD	CASTLE	WHITNEY	Completed
1	RIVERCREST	CASTLE	BOSQUE	Completed
1	PUEBLO	PLEASANT VALLEY	GRINSTAD	Completed
1	DELORES	PLEASANT VALLEY	NORTHLAKE	Completed
1	MEANDERING	PLEASANT VALLEY	PYRAMID	Completed
1	CARRIAGEHOUSE	HWY 78	WILMINGTON	Completed
1	HOLLAND	MARS	MEANDERING WAY	Completed
8	PRINCEWOOD	NAAMAN SCHOOL	KIMBERLY	Completed
8	KIMBERLY	BANCROFT	KINGSWOOD	Future
8	KINGSWOOD	DUKESWOOD	RIDGEGATE	Future
8	DUKESWOOD	EAST END	HAMPSHIRE DR.	Future
8	LADYWOOD	DUKESWOOD	KINGSWOOD	Future
8	DUCHESS	KINGSWOOD	DUKESWOOD	Future
8	HAMPSHIRE	DUKESWOOD	ECHO	Future
8	ECHO	HAMPSHIRE	BARON	Future
8	IDLEWOOD	APOLLO	DUKESWOOD	Future
8	NEAL	APOLLO	BANCROFT	Future
8	COLE	LIMESTONE	IDLEWOOD	Future
8	APOLLO	CRIST	KINGSBRIDGE	Future
8	CRYSTAL CREEK	SCHREIBER	AMBERWAY	Future
8	KINGSBRIDGE	APOLLO	QUEENSWOOD	Future
8	RIDGESTONE	BRAND	KINGSBRIDGE	Future
8	CRESTSTONE	BRAND	RIDGEGATE	Future
8	SCHREIBER	LIMESTONE	IDLEWOOD	Future
8	LIMESTONE	AMBERWAY	STILLMEADOW	Future
8	HOMESTEAD	OLD	SAM HOUSTON	Future
8	OLD MILL RUN	BUCKINGHAM	TRAVIS	Future
8	TRAVIS	N. GARLAND	LARCHFIELD	Future
8	BRINGLE	WHITNEY	BOSQUE	Future
2	BUCKINGHAM	HWY 78	PLEASANT VALLEY	Future
2	COUNTRY CLUB	PLEASANT VALLEY	WALNUT	Future
2	CUMBERLAND	MILLER	DAUGHERTY	Future
3	WHITEROCK TR	TAWAKONI	ROAN	Future

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Street Department

2017-2019 Project List (Cont.)

Proposed Projects for 2018-2019

Alley Reconstruction

C - District	Address Name	From	To	Status
3	Briar Hollow/Stony Brook	Chicosa	Briar Hollow	Future
4	Jamestown/Yorktown	Williamsburg	Jamestown	Future
4	Mayflower	Mayflower	Mayflower	Future
5	Sleepy Hollow/Westbrook	Broadmoor	Springlake	Future
4	San Carlos/Clemson	Perdido Alley	Sevilla	Future
4	Redwood(E)	Elmwood	Tealwood(S)	Future
3	Meadow Oaks/Rosehill	Rosehill	Edgecliff Alley	Future
3	Greenbrook/Peninsula	Peninsula Way	Greenbrook	Future
5	Birchwood/Rockledge	Broadmoor	Northwest	Future

Residential Street Reconstruction

Council District	Address Name	From	To	Status
2	Linda	Dairy	Concrete	Future
5	Mayfield	Jackson	Saturn	Future
5	Mayfield	Clearpoint	Jackson	Future
2	Celeste	Dairy	Arcady	Future
2	Celeste	Arcady	End	Future
4	Sundown	Canyon	Robin	Future
4	Maple Glen	Boca Raton	Tacoma	Future
4	Syracuse	Vanderbilt	End	Future
6	Justice	Burning Tree	Yale	Future
3	Toler Trl.	Luther	Country Club	Future
4	Jamestown	Commwealth	Williamsburg	Future
5	Cranford	Denton	Lamesa	Future
5	Cranford	Lamesa	Saturn	Future
3	Chicosa	Iroquois	Comanche	Future
3	Chicosa	Wynn-Joyce	Comanche	Future
2	Arcady	Linda	Celeste	Future
2	Curtis	Susan	Davidson	Future
4	Woodmere	Rollingridge	Heatherglen	Future
3	Field Knoll	Dove Meadow	End	Future
3	Daytona	Tampa	Bobtown	Future

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Street Department

3 Year Program Statistics
FY17-19

- Lane miles of street repair and reconstruction accomplished since October 1, 2016
    - 25.95 – Lane Miles
- Lane miles of alley repair and reconstruction accomplished since October 1, 2016
    - 3.83 – Lane Miles
- Lane miles of asphalt overlay accomplished since October 1, 2016
    - 49.30 – Lane Miles

    - **TOTAL = 79.08 Lane Miles Completed**

- Estimates for April-June 2018
    - Streets – 10.12 LM
    - Alleys – 3.36 LM
    - Overlays – 13.92 LM

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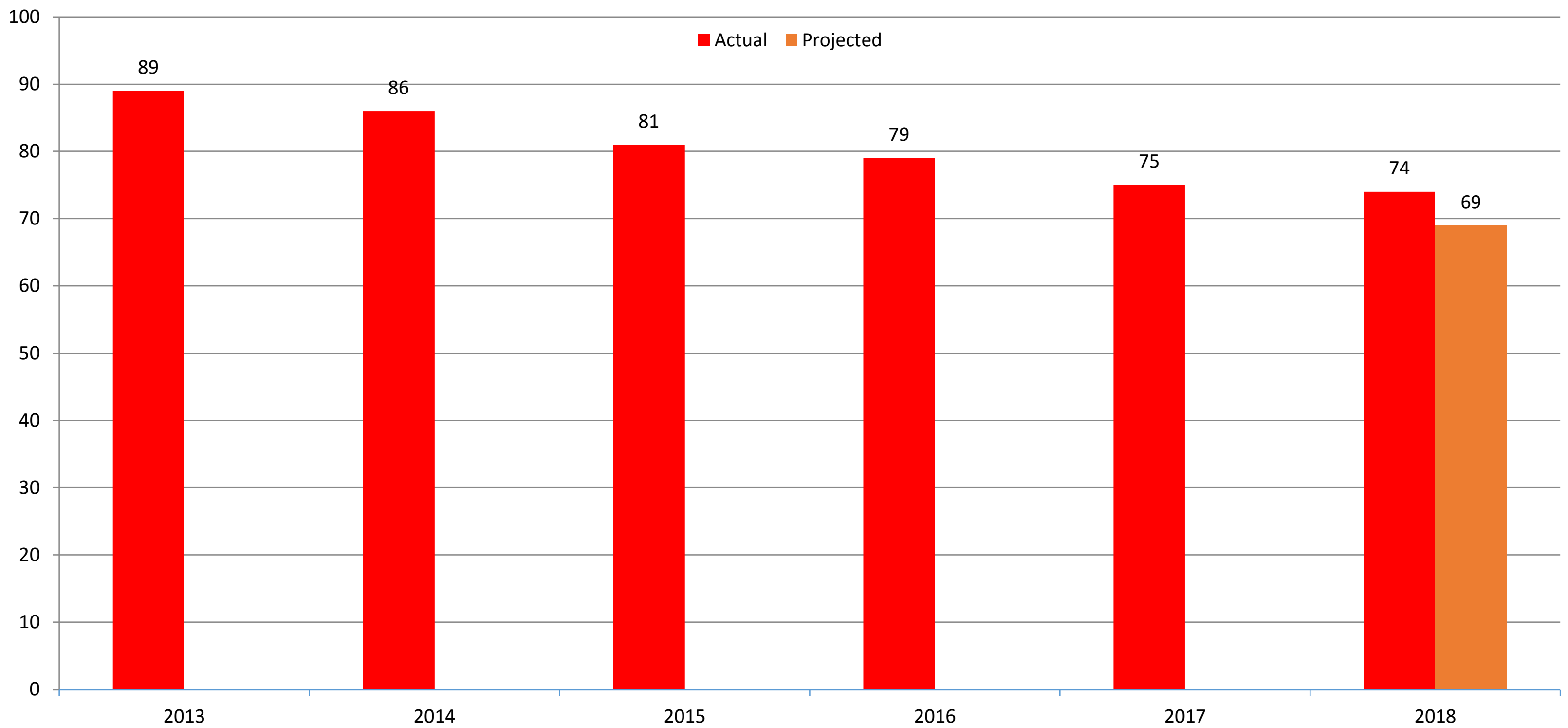
Street PCI Improvement Vs. Previous Projections



Better results than projected due to increased funding.

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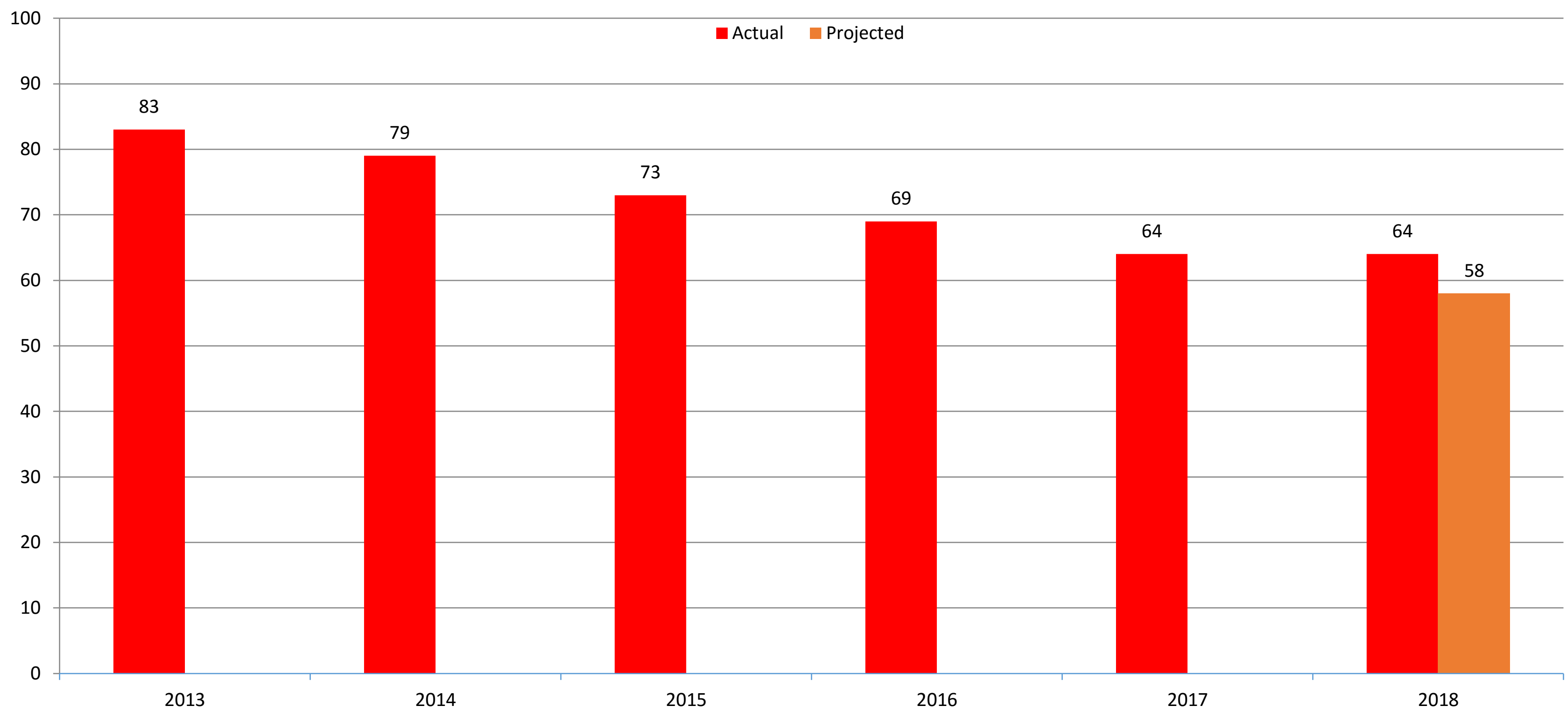
Alley PCI Improvement Vs. Previous Projections



Better results than projected due to increased funding.

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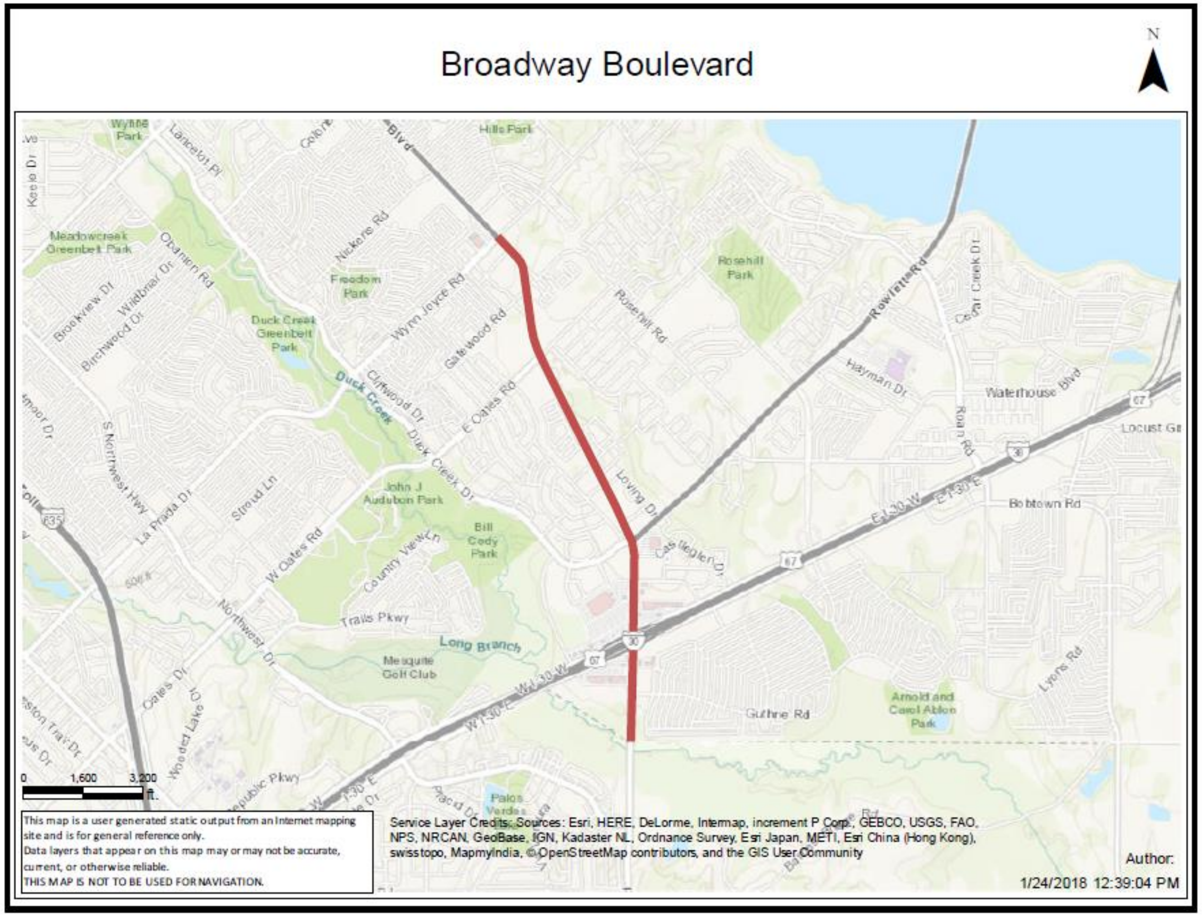
Broadway Boulevard Project - Completed

2016-2017



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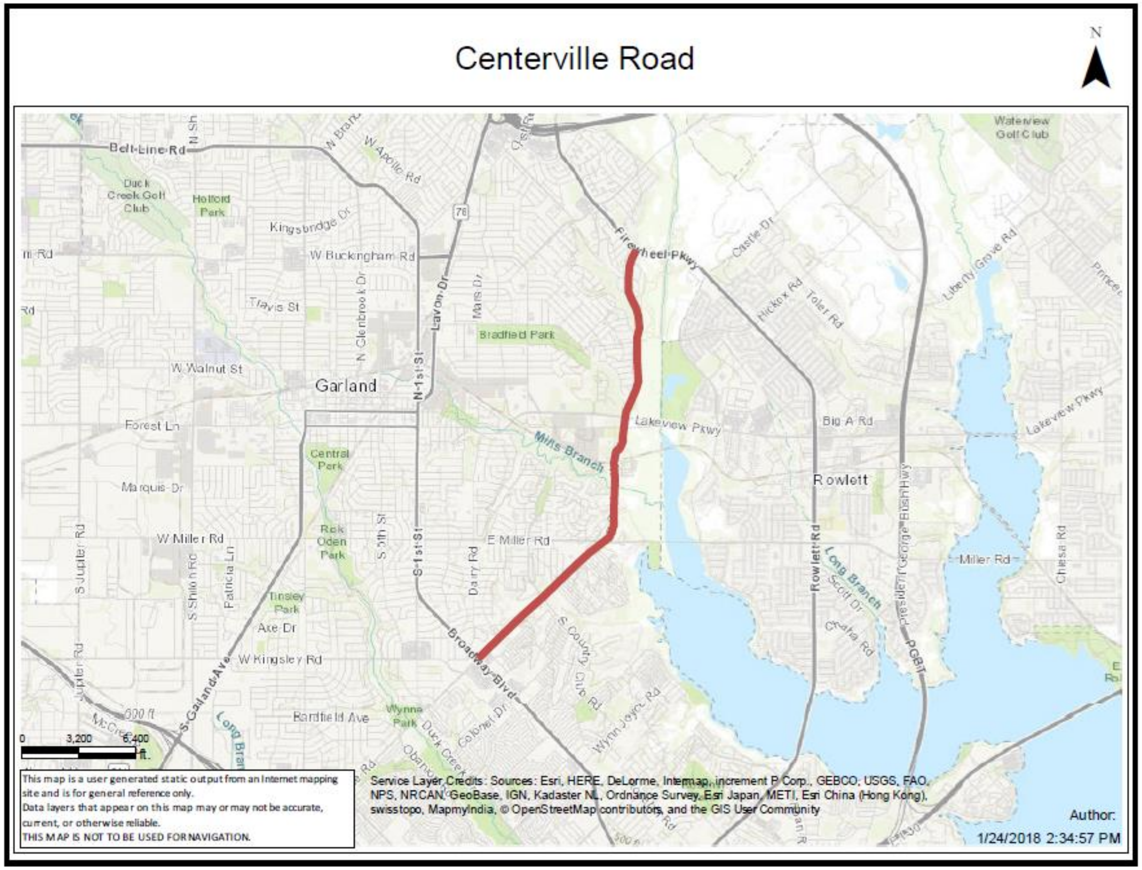
Centerville Road Project – Under Construction

2016-2018



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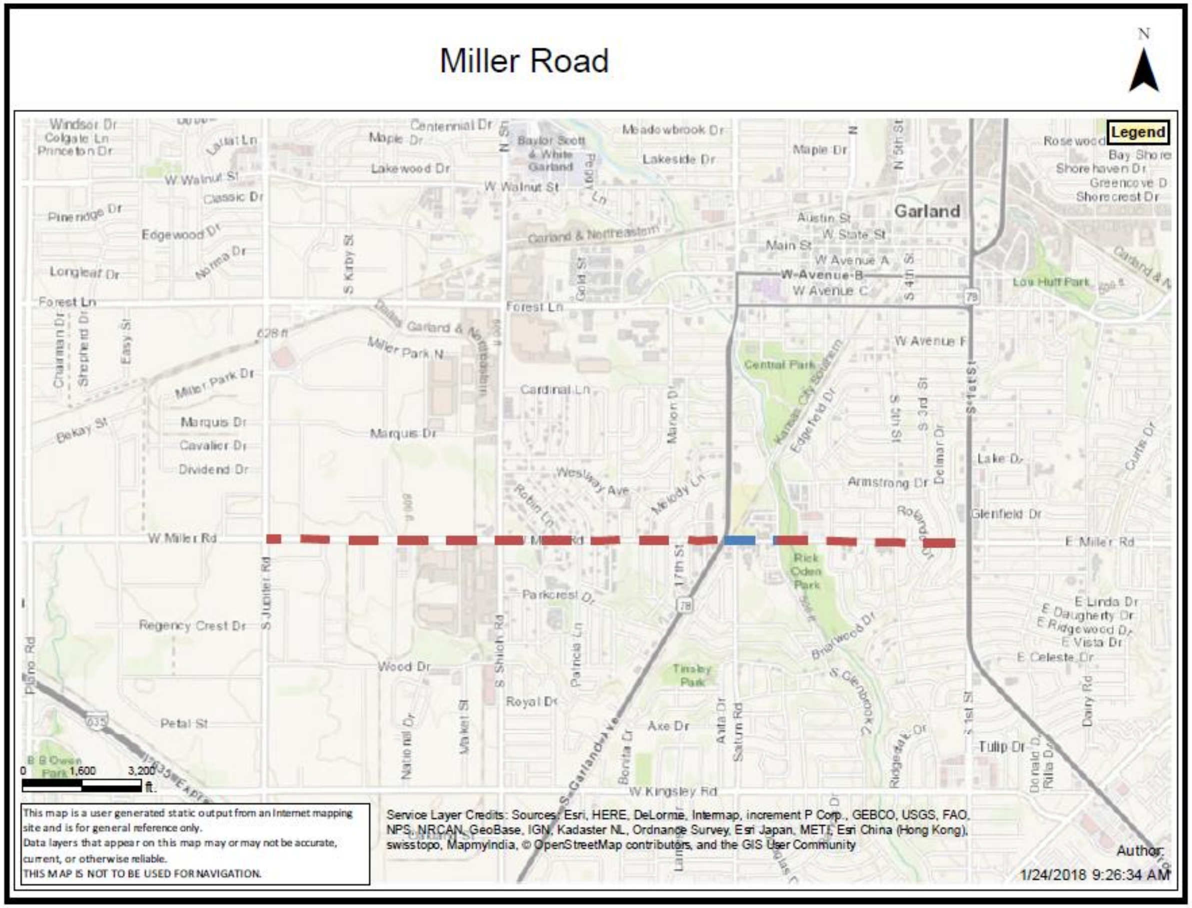
Miller Road Project - Future

2017-2018



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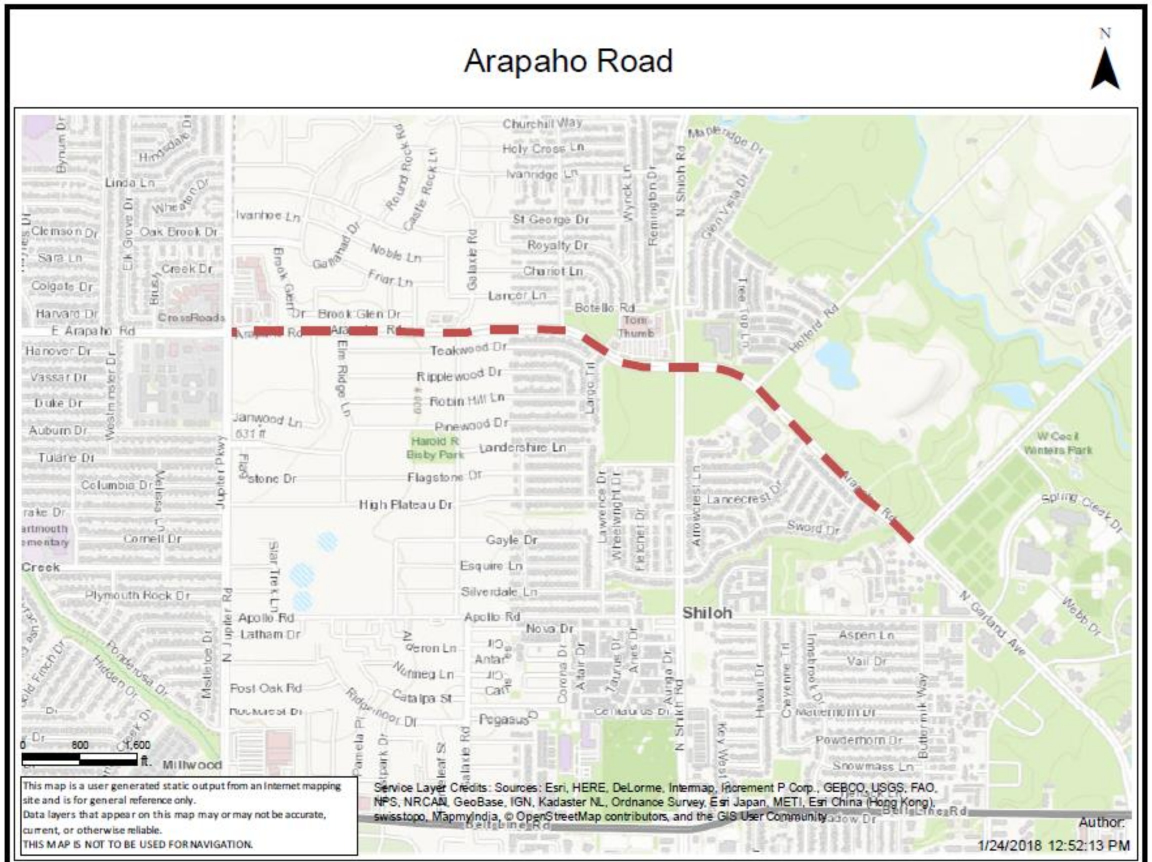
Arapaho Road Project – Future (County Participation)

2017-2018



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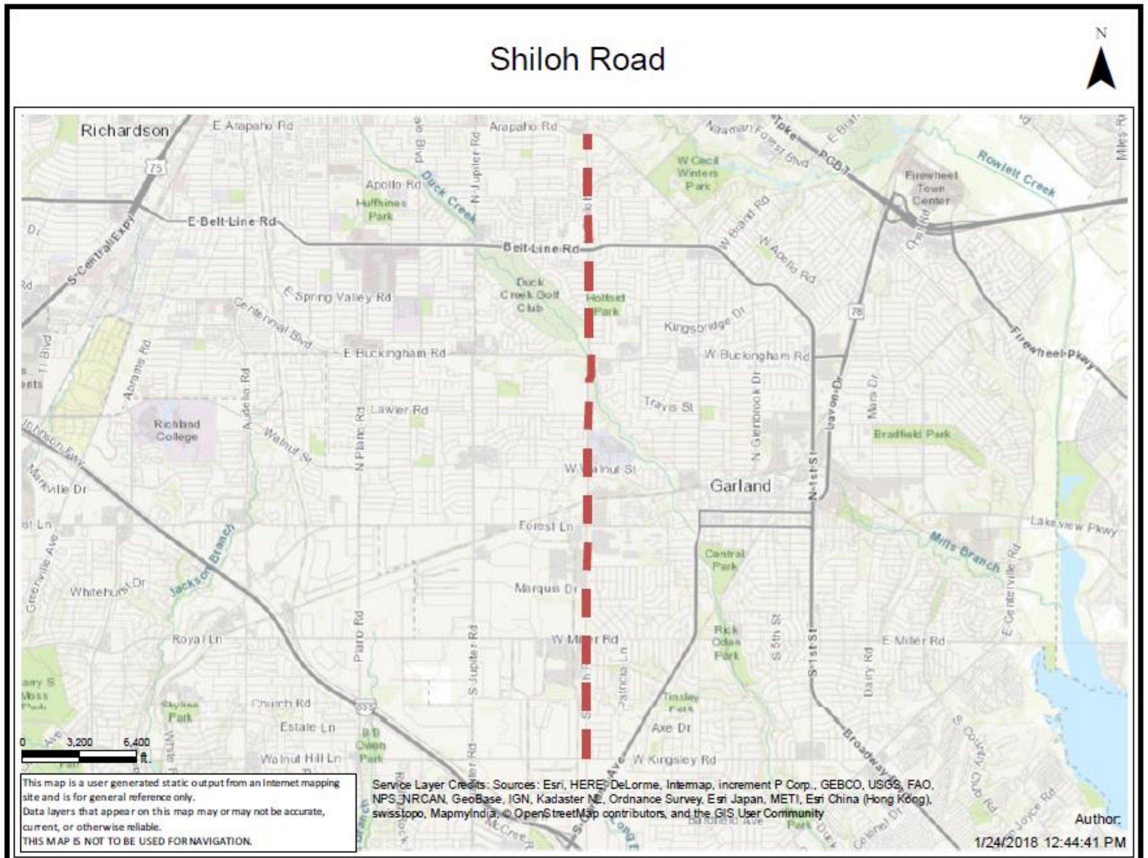
Shiloh Road Project - Future

2017-2018



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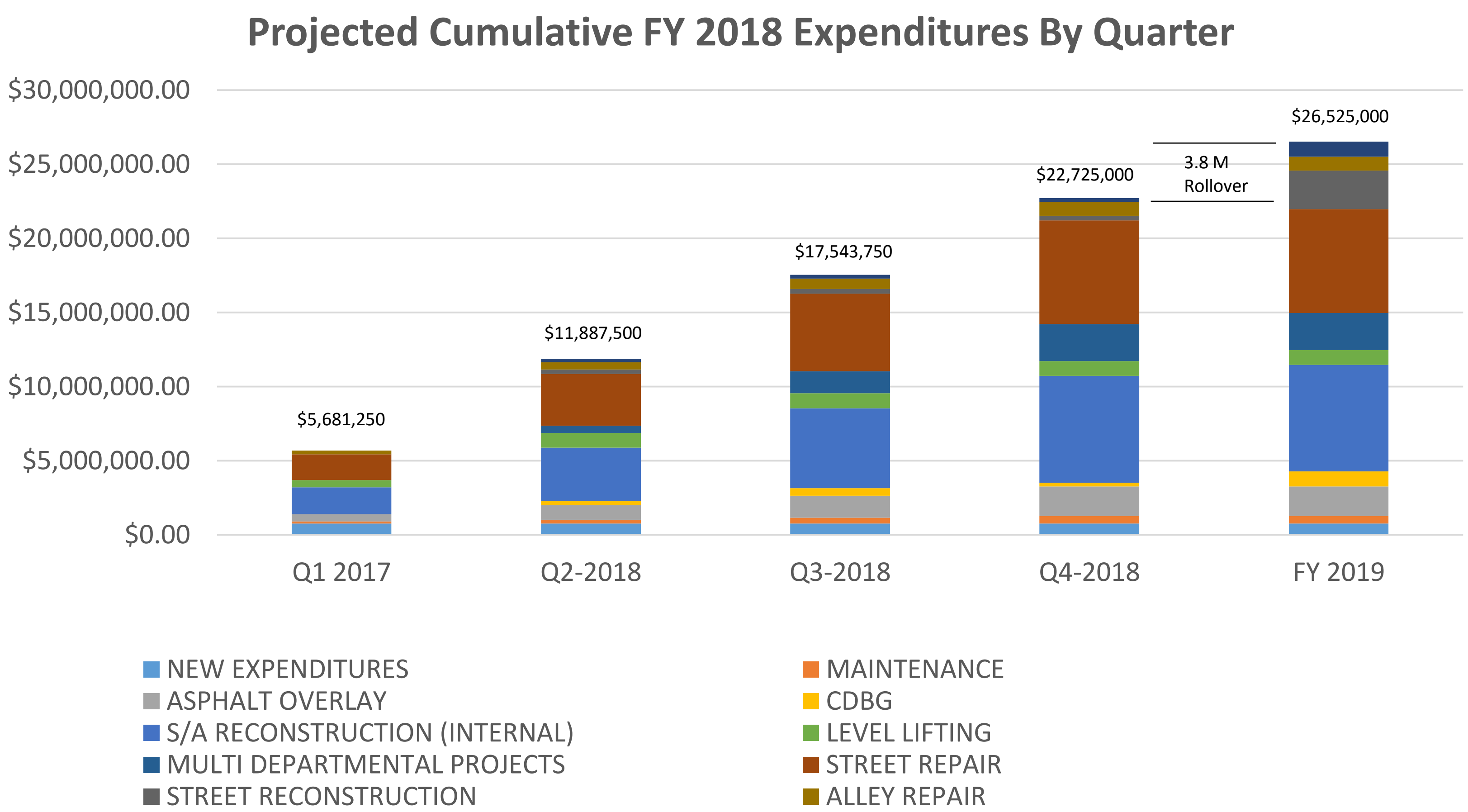

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Projected Number Of Projects By Classification
FY 2018 – FY 2028
$25M+ Annual Funding

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Arterials	5	4	3	3	1	2	2	2	2	2	2
Collectors	5	5	5	5	5	5	5	5	5	5	5
Industrials	2	2	2	2	0	2	2	2	2	2	2
Residentials	93	99	101	101	105	106	106	106	106	106	106
Alleys	54	66	80	80	92	94	94	94	94	94	94
Total Projects	159	176	191	192	203	209	209	209	209	209	209

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Questions?

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CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **3.c.**

Meeting Date: April 30, 2018

Item Title: Consideration and Discussion regarding the Downtown/Forest Jupiter Tax Increment Financing Reinvestment Zone (TIF#1)

Submitted By: Matt Watson, Finance Director

Summary of Request/Problem

Tax increment financing (TIF) is a tool local governments of Texas have used since 1986 to finance public improvements and programs within defined areas that have unique challenges and opportunities for economic development. The City Council established TIF #1 (Downtown/Forest-Jupiter) by ordinance on December 2, 2003. On January 20, 2015, the TIF board and City Council approved a Project Plan and Financing Plan (required by Chapter 311 of the tax code) which authorized the use of TIF funding to be used towards the City Center and Oaks Fifth Street Crossing developments.

Due to the success of these projects, the TIF fund is projected to have an additional $3.1 million over six years in incremental tax revenue to be used towards additional projects within the zone. The Downtown/Forest-Jupiter TIF Board met and approved a list of projects on March 28, 2018, and unanimously voted to propose changes to the Project and Financing Plan.

This list of projects recommended by the TIF Board includes funding requests submitted from various sources, including the Garland Downtown Business Association, TIF Board Members themselves, and the City staff. In addition, many of the projects support the Texas Downtown Associations (TDA) assessment report completed in 2017. This report provides recommendations and goals to further strengthen economic activity and encourage Downtown tourism.

Recommendation/Action Requested and Justification

The Downtown/Forest-Jupiter TIF Board is seeking approval or direction from the City Council related to the Downtown/Forest-Jupiter TIF Zone amended Project Plan and Financing Plan. A Public Hearing will be held at the May 1, 2018 Regular Meeting. At Council's discretion, Council may adopt the ordinance to amend the Project Plan and Financing Plan or delay adoption pending further discussion and a subsequent public hearing.

Attachments

Downtown/Forest-Jupiter Project and Financing Plan

Downtown TIF Board Recommendations
Ordinance

TIF No. 1

Downtown / Forest-Jupiter
Project and Financing Plan

March 28, 2018

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Contents

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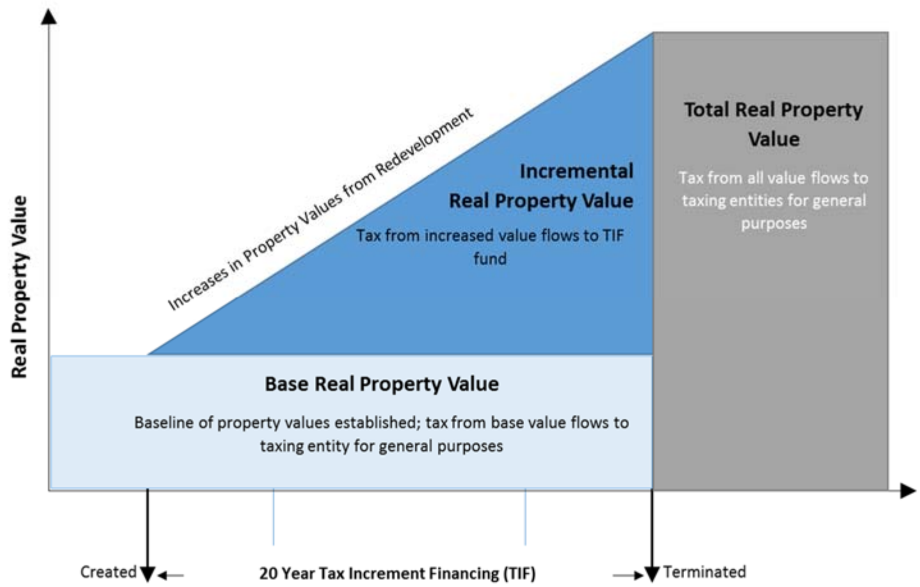
Section 1:
Tax Increment Financing Defined

Tax Increment Financing (TIF) is a tool local governments of Texas have used since 1986 to finance public improvements within defined areas that have unique challenges and opportunities for economic development. The improvements strengthen existing communities and attract investment. Statutes governing Tax Increment Financing reinvestment zones are codified in Chapter 311 of the Texas Tax Code.

A municipality makes an area eligible for Tax Increment Financing by designating a reinvestment zone ("Zone"). The additional tax dollars generated by growth of real property value in the Zone are called the "tax increment." All or a designated part of these tax increment dollars flow to a Tax Increment Fund ("Fund") for a specified term of years. Money flowing to the Fund may be disbursed according to a plan approved by the City Council after a TIF Board has made a recommendation concerning the plan, as prescribed by Chapter 311. The Fund may be used for public improvements within the Zone and other purposes authorized by Chapter 311, including grants and loans for activities that benefit the Zone and stimulate business and commercial activity in the Zone. This assumes that Dallas County consents by Commissioners Court Order to the revisions of the project plan and financing plan. Until and unless Dallas County agrees to plan revisions, the most recent project plan and financing plan approved by Court Order shall govern use of County funds paid to the TIF Fund.

Exhibit A shows how tax from real properties in a Zone flows to a taxing jurisdiction and to a TIF Fund. Exhibit A assumes real property values in the Zone rise after the Zone's designation.

Exhibit A:
Real Property Tax Flow with Tax Increment Financing

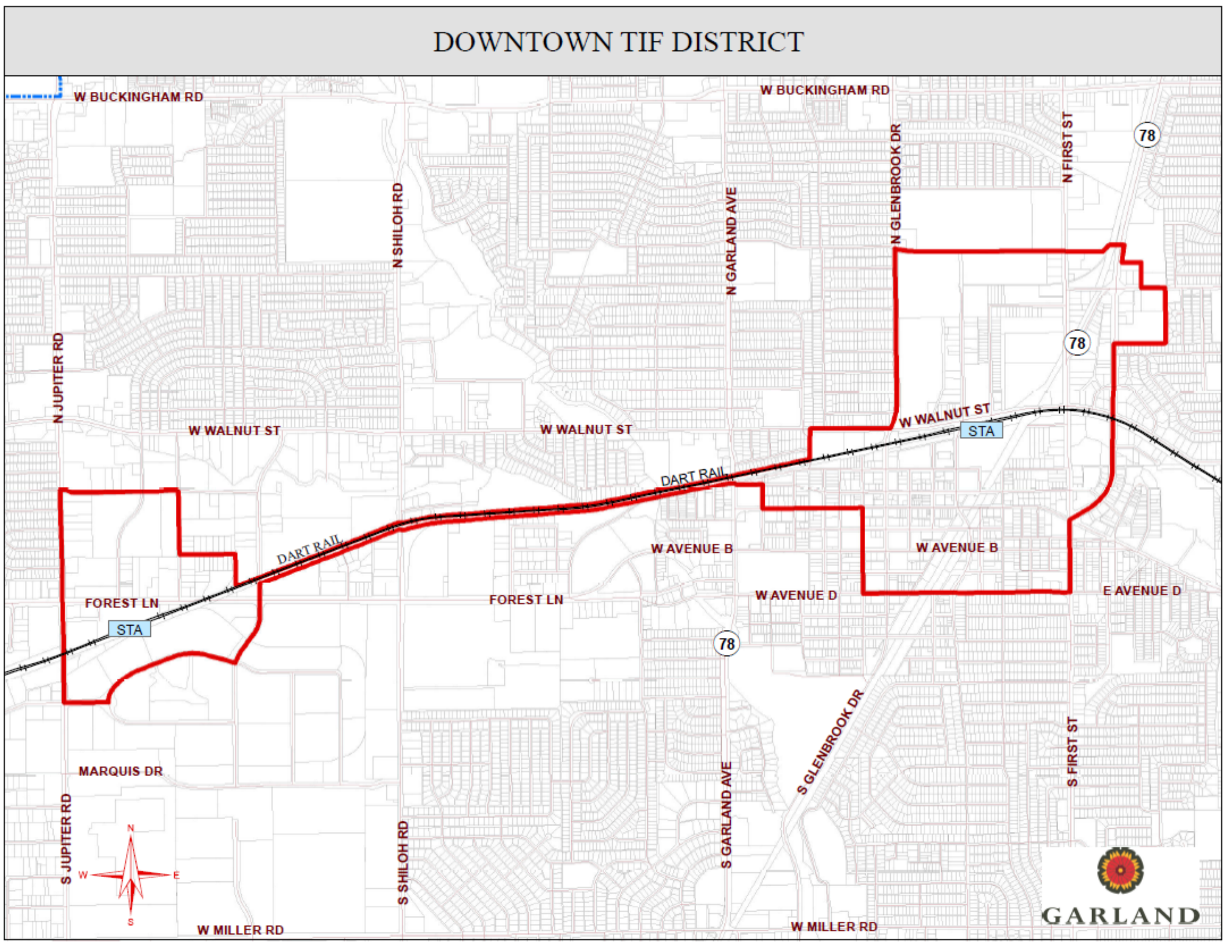


Inclusion of property in a Zone does not change any tax rate for the property. Tax rates in the Zone are the same as tax rates outside the Zone within the same set of taxing jurisdictions.

Section 2:
Zone Description

The City of Garland designated TIF Zone Number One in 2003. The Zone #1 boundary includes both Downtown Garland and area around the Forest/Jupiter DART train station. This boundary remains constant as mapped in Exhibit B.

Exhibit B:
TIF Reinvestment Zone #1 Boundary Map



Boundaries that follow public streets and highways extend to the far sides of such rights-of-way, measured from the center of the reinvestment zone. Boundaries that approximate property lines shall be construed as following such property lines.

The Zone contains approximately 23,634,427 square feet of land not counting rights-of-way. Excluding rights-of-way and other land owned by government entities, land area was measured at 19,876,393 square feet in 2003. Taxable land was approximately 17,928,063 square feet. The corrected value of real property in Zone #1 taxable by the City of Garland in base year 2003 was $102,575,503 according to the Dallas Central Appraisal District. This value was significantly below the statutory maximum 25% of taxable real property a municipality may include in all its reinvestment zones.

Exhibits C and D map existing uses and conditions in the Zone, as updated in 2018 by the City of Garland. In 2003, approximately 68% of land area in the zone, excluding land area owned by government, was used for commercial purposes. About 25% of privately owned land area was vacant. Only 7% of private land was used for residences with one to four dwellings per building. Residential land in the Zone was and is far below the statutory maximum 30% of the entire zone.

At the inception of TIF Zone #1, the City Council found that conditions of Downtown Garland and vicinity impaired sound growth and private investment. Impediments included the following problems, any of which were sufficient statutory cause to designate a zone for Tax Increment Financing:

1. A substantial number of deteriorated or deteriorating structures;
2. Inadequate sidewalks or street layout;
3. Small lots with many owners, making assembly of parcels with sufficient size, access, and utility for development an economically difficult or prohibitive task.

Economic development of Downtown Garland, Forest/Jupiter and adjacent areas has been a priority for City Council. As of 2018, Downtown development/redevelopment have included:

- DART train services to stations at Downtown Garland and Forest/Jupiter (began 2002).
- Extension of DART train service to Rowlett (began service 2012).
- 188 residences and 24,000 square feet of retail floor area in the Oaks Fifth Street Crossing project (opened 2008).
- Addition of 153 multi-family residential units and a 330-space parking structure to serve the public, residential tenants, and those using City Hall (opened 2015).
- Garland Campus of Richland College (opened 2009).
- Charles E. Duckworth Building, housing Garland Power & Light, City Utility Customer Service Department and City Tax and Revenue Recovery Department (opened 2010).
- Exterior and interior improvements to the Nicholson Memorial Library (ongoing).
- Relocation of the Garland Landmark Museum, rail car, and Lyles House to Heritage Crossing (relocated 2013).
- Re-skinning of the City Hall Façade, as well as major improvements to the interior (completed 2017).
- Improvements to the streetscape along State, Fifth, and Austin (2017).
- Creation of a public space adjacent to the Granville Arts Center (2016).
- Unused facilities demolished on square (demolished 2013).

Exhibit C:
Existing Land Use - Downtown Part of TIF Zone

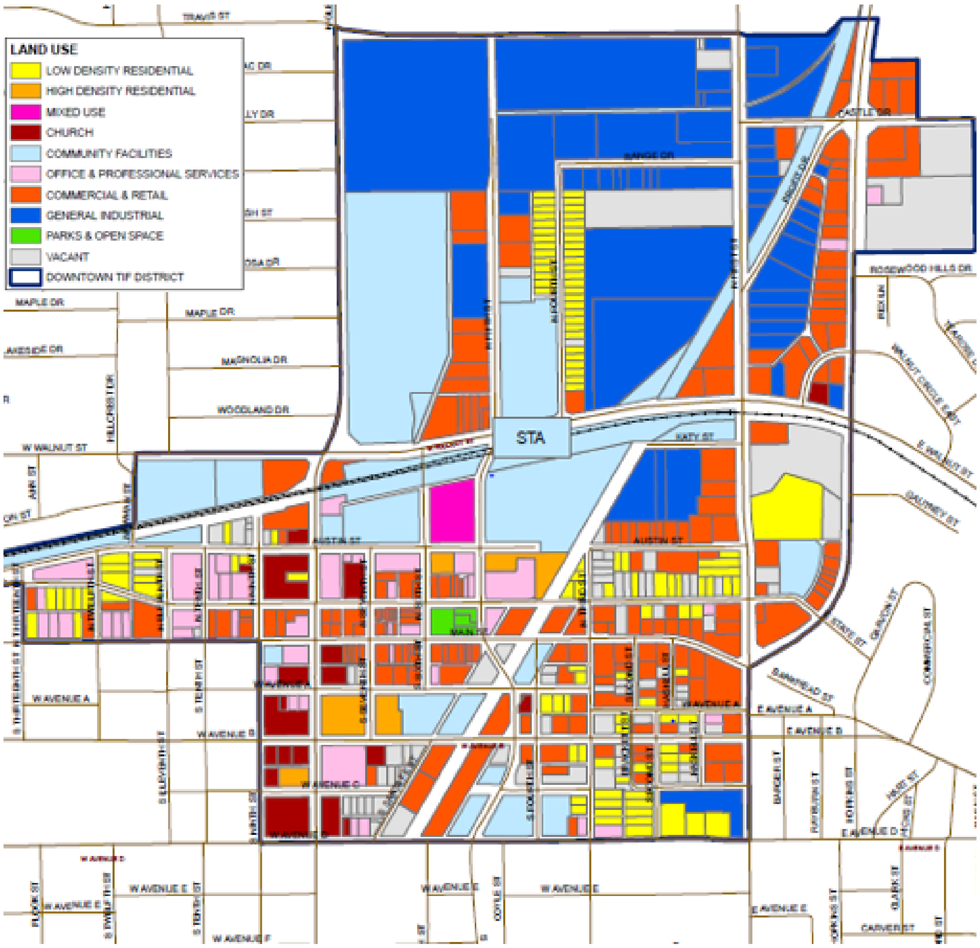


Exhibit D:
Existing Land Use – Forest/Jupiter Part of TIF Zone

Section 3:
Revenue from Tax Increment Financing

The Zone #1 Tax Increment Financing program has provided revenue of approximately $3.7 million, including interest income on fund balances, from its inception through the end of fiscal year 2016-17. Through the City fiscal year ended September 30, 2017, $2,039,738 had been applied to improvements to the City Hall facade (transfer to capital improvements fund, bond debt principal payment and bond debt interest payment) and $987,772 had been applied to payment obligations for the Oaks Fifth Street Crossing residential and retail project. A fund balance of $631,787 was carried from September 30, 2017, into the 2017-18 fiscal year.

Schedule 1 forecasts annual revenue to the TIF Fund, based on several assumptions stated thereon. Cumulative tax increment revenue received by the TIF Fund from fiscal year 2017-18 through the end of the Zone's term (including tax increments from the levy of 2023, largely received in 2024) is forecast at approximately $6.4 million. Added to receipts before fiscal year 2017-18, a total Fund revenue forecast from inception through the end of the Zone term totals approximately $10.1 million.

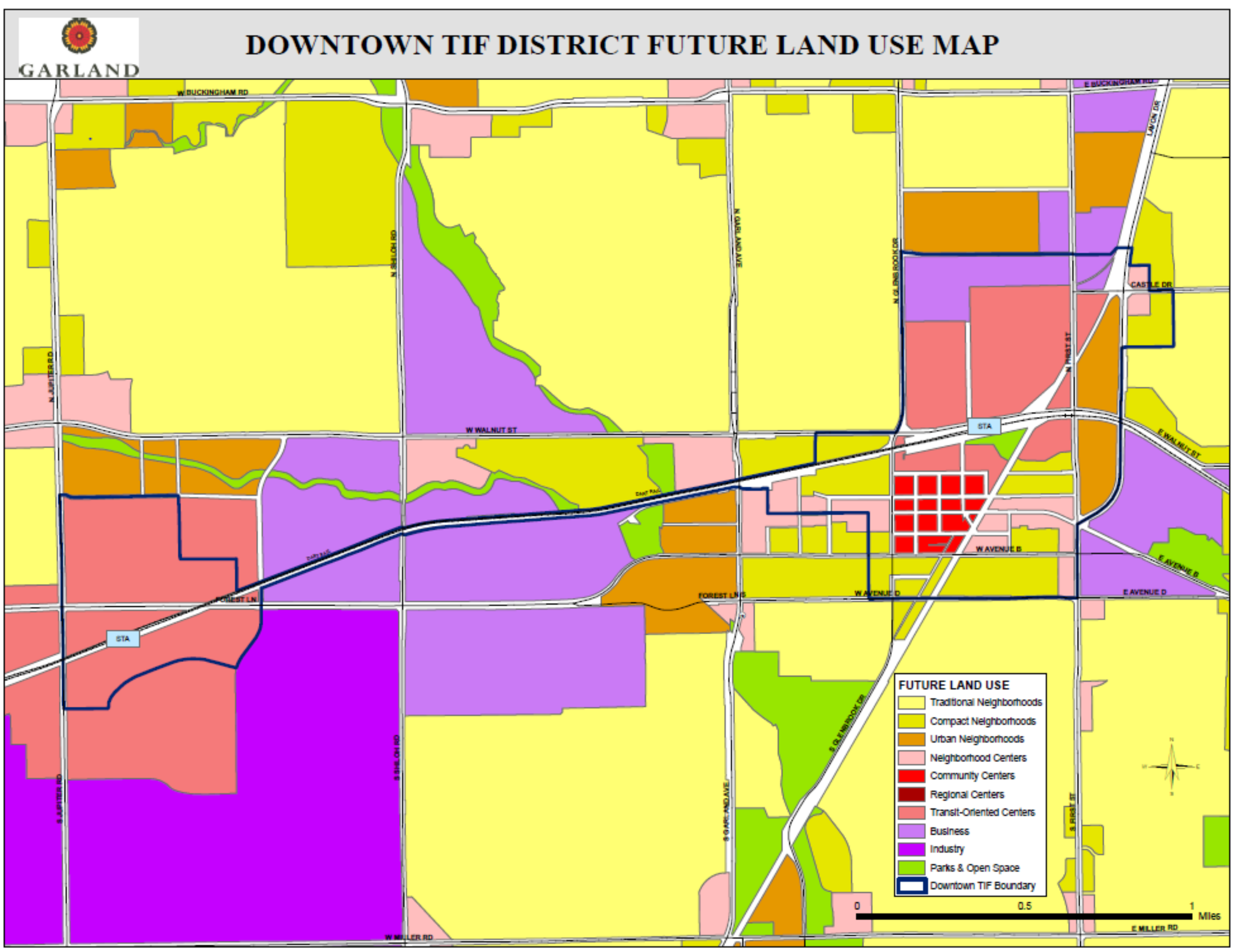
The historic annual rate of change in taxable real property value within TIF Zone #1 for the ten-year period from January 2007 to January 2016 was 3%. However, the tax valuations received form the Dallas Central Appraisal District for 2017 yielded a 14% increase from the previous year due to new construction totaling approximately $13.9 million for the City Center Oaks Fifth Street Crossing multi-family residential project. The historic annual taxable value rate increase can be applied to years beyond 2017 to yield a forecast of annual taxable values similar to Schedule 1. Schedule 1 has been adjusted, however, in that the historic growth rate is not applied for January 1, 2019. Instead, a taxable value increase of $10 million is assumed for that year, corresponding to the forecasted taxable value of the City Square Lofts (redevelopment of the former Bank of America Building) now under construction. Although Schedule 1 appears to be a plausible forecast of taxable values, actual taxable values will vary from the forecast. Taxable values for the Dallas County Community College District and Dallas County will differ slightly due to slightly different tax exemption and abatement policies.

In addition to annual taxable values, Schedule 1 forecasts "captured appraised values" – the differences between taxable value and the 2003 base value. Applying assumed tax rates to the captured appraised values yields annual forecasts of real property tax increments. Garland has pledged 100% of real property tax increments from the TIF 0one to the TIF Fund for a term of twenty years from 2004 through 2023. City tax increments levied in 2023 will flow to the TIF Fund. Dallas County has pledged 55% of real property tax increments to the TIF Fund for a term of fourteen years from 2010 through the levy of 2023. The Dallas County Community College District has pledged 50% of its tax increments earned from Zone value growth from tax years 2010 through the levy of 2023.

Note that real property tax generated in the Zone by the base value (or in the case of a tax decrement year, taxable value) flows to ordinary funds of the City and County in every year, not to the TIF Fund. Annual taxes on values up to the base value are not calculated in Schedule 1. At 2018 tax rates, the annual tax on base value retained by the City would be roughly $710,000. County and College District taxes retained on base value would be roughly $245,000 and $125,000, respectively.

The Schedule 1 fund revenue forecast may be conservative in that it does not assume specific major development projects in the Zone except the City Square Lofts taxable improvements under construction as of 2018. Normal good maintenance of existing structures, some replacement or infill of small-value properties, and market stability are conditions anticipated by the historic annual value change rate factor. Exhibit E locates types of activities, improvements, and neighborhood conditions planned for the Zone.

Exhibit E:
Proposed Uses of Land in the Zone



Section 4:
TIF Fund Expenditures

The assets and future revenue to the TIF Fund are intended to be spent to push marginally infeasible development that would serve a public purpose to financial feasibility. Spending from the Fund must comply with a project plan and financing plan for the TIF Zone approved by the City Council.

Schedule 2 lists actual TIF “project cost,” as of September 30, 2017, and estimated TIF "future project costs" for the fiscal year ended September 30, 2018, and thereafter. These are items eligible for payment or reimbursement from cash in the TIF Fund. This schedule of future project costs may be amended from time to time upon recommendation by the TIF Board and approval of the City Council.

A condition of participation in the TIF program by Dallas County is that twenty percent of all housing units in projects receiving Dallas County TIF Funds in the District must meet the County's criteria for affordable housing. Affordable housing units are those which are affordable to a household earning 80% or less of the median family income for the Dallas metropolitan area. A developer may, subject to County approval, propose an alternative means of fulfilling the County's affordable housing requirement.

The preferred method of financing public improvements with the Fund will be for property developers or other private sources to advance funds for public improvements. The City may contract to reimburse principal costs and reasonable interest for the public improvements, using cash flow to the Fund. The City may issue bonds secured by revenue to the TIF Fund.

For the projects listed, Schedule 2 also provides an estimate for other items included in the City’s CIP or Operating Budget that directly support the projects listed in the TIF Fund. These "nonproject costs" will not be reimbursed by the TIF Fund.

Schedule 3 is a forecast of annual sources and uses of TIF fund cash. It illustrates prospective tax increments received by the Fund and disbursements to repay approximately $7 million of project costs after September 30, 2017. (This total disbursement includes 2025 debt service for bonds supporting City Hall facade improvements.) Schedule 3 of this study indicates that it will be economically feasible for the Fund to pay all identified project costs, with a surplus of approximately $47,169, including money set aside for the 2025 debt service on bonds. That surplus might eventually be allocated to additional TIF projects.

Appendix 1 is an estimate of the Fund's annual obligations to reimburse expenses for the parking garage at the Oaks Fifth Street Crossing development. Those obligations are modeled on a 2007 "Disposition and Development Agreement" between the City of Garland and High Street Development, LLC, more specifically by the "Exhibit J, TIF Agreement" referenced by that development agreement. Amounts due from the TIF Fund in fulfillment of the agreement will vary with taxes collected from the Oaks Fifth Street Crossing project.

No residents will be displaced as a result of implementing this project plan. No changes of zoning ordinances, the master plan of Garland, building codes, or other municipal ordinances will be necessary at this time to implement the project plan.

Section 5:
Additional Tax for Garland

In addition to the tax on greater real property values in the Zone, the City of Garland and other taxing jurisdictions will likely receive additional business personal property tax. Increased sales tax from new development in the Zone is possible, depending on the type of new development in the Zone and the stability of sales tax from existing development.

The Tax Increment Fund may have a residual balance of cash on hand after all financial obligations have been met. A residual balance of $47,169 is indicated on the bottom line of Schedule 3. Any residual balance will be prorated and returned to the general funds of participating taxing jurisdictions after all obligations of the TIF Fund have been discharged.

Schedule 1

Historical and Forecasted Revenue to TIF Fund #1

Notes:

Taxable values and captured appraised values through 2017 are as reported by Dallas County Appraisal District. Other values are estimates.

City taxable value for the base year was reset to the indicated amount after 2008. Base value fluctuated slightly with annual updates until set in 2009.

After 2017, constant tax rates are assumed. Actual rates will be set annually.

The City contributes 100% of tax increment from the zone to the TIF fund. Dallas County contributes 55% of increments, and Dallas County Community College District contributes 50% of tax increments.

DCCCD Taxes in arrear were collected in 2014.

The average annual rate of change from 2007 to 2017 was **3%**. Continuation of this historic growth rate is assumed, except for Jan 1, 2019, when $10,000,000 of new taxable value is anticipated for the City Square Lofts: Downtown BOA Apartments.

Values for shaded areas are unknown.

			City of Garland		Dallas County and DCCCD		Incremental Real Property Tax			Combined Increments to TIF Fund	
							City	County	DCCCD		
	Real Property Value for	Tax Due Without Penalty	Taxable Value for Jan. 1 of	Captured Appraised	Taxable Value for Jan. 1 of	Captured Appraised	100%	55%	50%		Cumulative
Year	Jan. 1	by Jan 31	This Year	Value for Year	This Year	Value for Year	Total	Total	Total	This Year	After 2006
Base	2003	2004	$ 102,575,503	$ -	$102,504,903	$ -	$ -	$ -	$ -	$ -	$ -
1	2004	2005									
2	2005	2006									
3	2006	2007	$ 118,694,978	$ 18,469,579			$ 125,335			$ 125,335	125,335
4	2007	2008	$ 132,990,813	$ 30,415,310			$ 217,325			$ 217,325	342,660
5	2008	2009	$ 137,715,188	$ 35,139,685			$ 240,544			$ 240,544	583,204
6	2009	2010	$ 139,766,024	$ 37,190,521			$ 270,932	$ 44,372		$ 315,304	898,508
7	2010	2011	$ 143,356,034	$ 40,780,531			$ 289,457	$ 56,989		$ 346,446	1,244,954
8	2011	2012	$ 136,170,390	$ 33,594,887			$ 239,170	$ 40,912		$ 280,082	1,525,036
9	2012	2013	$ 135,301,325	$ 32,725,822			$ 234,586	$ 54,318		$ 288,904	1,813,940
10	2013	2014	$ 140,583,516	$ 38,008,013	$139,722,193	$ 38,347,780	$ 274,541	$ 53,193		$ 327,734	2,141,674
11	2014	2015	$ 146,604,979	$ 44,029,476	$145,751,068	$ 43,246,165	$ 310,820	$ 58,499	$ 102,401	$ 471,720	2,613,394
12	2015	2016	$ 156,531,648	$ 53,956,145	$155,648,641	$ 53,143,738	$ 381,624	$ 72,148	$ 28,542	$ 482,314	3,095,708
13	2016	2017	$ 162,855,233	$ 60,279,730	$162,517,341	$ 60,012,438	$ 424,692	$ 83,763	$ 31,197	$ 539,652	3,635,360
14	2017	2018	$ 185,380,613	$ 82,805,110	$185,029,187	$ 82,524,284	$ 577,610	$ 109,236	$ 50,970	$ 737,816	$ 4,373,176
15	2018	2019	$ 190,942,031	$ 88,366,528	$ 190,580,063	$ 88,075,160	$ 616,404	$ 116,583	$ 54,398	$ 787,386	$ 5,160,562
16	2019	2020	$ 200,942,031	$ 98,366,528	$ 196,297,464	$ 93,792,561	$ 686,160	$ 124,151	$ 57,930	$ 868,241	$ 6,028,803
17	2020	2021	$ 206,970,292	$ 104,394,789	$ 202,186,388	$ 99,681,485	$ 728,210	$ 131,946	$ 61,567	$ 921,723	$ 6,950,526
18	2021	2022	$ 213,179,401	$ 110,603,898	$ 208,251,980	$ 105,747,077	$ 771,522	$ 139,975	$ 65,313	$ 976,810	$ 7,927,336
19	2022	2023	$ 219,574,783	$ 116,999,280	$ 214,499,539	$ 111,994,636	$ 816,133	$ 148,245	$ 69,172	$ 1,033,550	$ 8,960,886
20	2023	2024	$ 226,162,027	$ 123,586,524	$ 220,934,526	$ 118,429,623	$ 862,083	$ 156,763	$ 73,146	$ 1,091,992	$ 10,052,878
Total for years 1-20											

Schedule 2
Expenditures from TIF Fund #1

Notes:

Private nonproject costs for mixed-use developments are not included in this schedule.
"Non Project Cost" include funding in the CIP or operating budget that directily support the projects listed in the TIF Fund but are not reimbursed by the TIF Fund.
"Non Project Cost" include cost to construct Parking Garage at Oaks Fifth Street, additional City Center Cost, Plaza Theater sign/façade improvement, wayfinding signage for First/Main and Walnut St overpass to Lavon Dr., Austin St. Streetscape, Downtown Streetscape, Street/Utility Study, and Square redesign/construction.

	TIF FUND			
	Actual	Estimate	TOTAL	Non Project Cost
Project	Project Cost as of FYE 2017	Future Project Cost	TIF Fund Expenditures	(Not Reimbursed by TIF Fund)
PROJECTS APPROVED ON JANUARY 20, 2015				
Oaks Fifth Street Crossing City Owned Parking Garage *Oaks Fifth Street Crossing consist of a 188 unit multi-family residential development and parking structure. The City entered into an agreement with the developer of the Oaks Fifth Street Crossing development to reimburse expenses made on the City owned parking garage. For years when the TIF fund received tax increments, the agreement called for the City to pay the owner of Oaks 5th Street Crossing the real property tax increments generated by the Oaks Fifth Street Crossing mixed-use development. Nonproject cost include the amounts spent by the City to construct the parking garage.*	*$987,772*	$1,226,328	$2,214,100	$8,643,437
City Center Development *This project provides funding to implement additional mixed-use development in Downtown, improvements to existing public facilities, as well as the development of additional open space in Downtown. Specific project elements include construction of a multi-level parking garage serving the public, staff, and residential tenants; re-skinning of the City Hall façade (TIF Funded); site preparation for residential development including relocating the structures residing at Heritage Park; continuation of streetscape improvements along Austin and State Streets; as well as creation of a public open space adjacent to the Granville Arts Center. The overall project will be accomplished in partnership with a private developer.*	*$2,039,738*	*$2,734,075*	*$4,773,813*	*$14,553,466*
Sub-Total	**$3,027,510**	**$3,960,403**	**$6,987,912**	**$23,196,903**
PROJECTS PROPOSED ON APRIL 30, 2018				
Managed District Services *TDA Assessment finds that Downtown could benefit from operating as a managed district. To accomplish this, TDA recommends creating a unified identity and coordinated promotions and place-making efforts, to be managed by a dedicated professional. Specific recommendations include: 1) Create a Downtown Identity branding and marketing plan 2) Increase and coordinate promotional activities 3)Coordinate and administer contracts to create District and storefront seasonal decor, and beautification 4) Employee a Downtown Coordinator*	*$0*	*$1,048,827*	*$1,048,827*	$0
Façade Improvement Program *Implementation of economic development policies and programs to reduce blight and vacancies and to spur additional investment and economic growth in the district.*	*$0*	*$490,000*	*$490,000*	$9,000
Wayfinding Signage *Signage for Public Parking lots, Local Merchant signage to off-Square businesses, and repair/replacement of damaged Downtown kiosks, monuments, and wayfinding signage.*	*$0*	*$199,980*	*$199,980*	$110,500
Downtown Public Parking *Project includes conducting a parking inventory survey, designating and constructing additional parking, as needed: land acquisition, design and construction of one improved surface lot is included in the TIF Fund.*	*$0*	*$371,250*	*$371,250*	$0
Enhanced Downtown Square Programming *Installation of electrical utility upgrades to support enhanced event programming in the square and additional interactive play equipment.*	*$0*	*$154,000*	*$154,000*	$0
Public Art *Add color with murals and public art to make downtown more vibrant and encourage more foot traffic through the district.*	*$0*	*$50,000*	*$50,000*	$0
Public Infrastructure *Includes enhanced streetscape, public sidewalks, semi-permanent structures to provide shade for square patrons, semi-permanent or removable safety features to protect event crowds from traffic encroachment, semi-permanent performance stage, and additional public fixtures, trash receptacles, and seating.*	*$0*	*$750,000*	*$750,000*	$5,795,410
Sub-Total	**$0**	**$3,064,057**	**$3,064,057**	**$5,914,910**
Total Cost	**$3,027,510**	**$7,024,460**	**$10,051,969**	**$29,111,813**

Schedule 3
TIF Fund Prospective Disbursement Schedule

Notes:

Annual tax increment forecast for the TIF fund are from Schedule 1.

Estimated annual disbursements to meet an obligation to Oaks Fifth Street Crossing are from Appendix 1.

Disbursements for TIF projects may be more or less than indicated on this schedule. Annual disbursement must be less than or equal to actual total cash available to the TIF fund in each year.

The TIF Zone will expire in FY 2024, but the TIF Fund will receive tax increment levied during the Zone term. If a sufficient cash balance in the Fund is distributed to another city fund before FY 2024-2025, the 2025 debt service payments for City Hall facade improvements may be paid from the recipient City fund.

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Revenues								
City of Garland	$ 577,610	$ 616,404	$ 686,160	$ 728,210	$ 771,522	$ 816,133	$ 862,083	$ -
Dallas County (55%)	109,236	116,583	124,151	131,946	139,975	148,245	156,763	-
Dallas County Community College Dist (50%)	50,970	54,398	57,930	61,567	65,313	69,172	73,146	-
Interest Income	6,318	9,024	5,183	72	42	212	1,472	-
Total Revenues	**$ 744,134**	**$ 796,410**	**$ 873,424**	**$ 921,795**	**$ 976,853**	**$ 1,033,762**	**$ 1,093,464**	**$ -**
Expenditures								
Oak Fifth Street Crossing ED Agreement	$ 159,706	$ 164,614	$ 169,670	$ 174,877	$ 180,241	$ 185,765	$ 191,455	$ -
Debt Service for Façade Improvements	253,200	280,100	301,950	328,925	354,850	379,725	405,013	430,313
Managed District Services	60,591	174,154	198,829	147,484	151,287	155,241	161,241	-
Façade Improvement Program	-	98,000	98,000	98,000	98,000	98,000	-	-
Public Parking Lot Improvements	-	55,000	316,250					-
Wayfinding / Signage	-	61,160	116,820	5,500	5,500	5,500	5,500	-
Enhanced Square Programming	-	121,000	33,000					-
Public Art	-	10,000	-	20,000	20,000	-	-	-
Public Infrastructure	-	216,500	150,000	150,000	150,000	83,500	-	
Total Expenditures	**$ 473,497**	**$ 1,180,528**	**$ 1,384,519**	**$ 924,786**	**$ 959,877**	**$ 907,731**	**$ 763,209**	**$ 430,313**
Revenues Less Expenditures	270,637	(384,118)	(511,095)	(2,991)	16,975	126,031	330,256	(430,313)
Beginning Fund Balance	**$ 631,787**	**$ 902,424**	**$ 518,306**	**$ 7,211**	**$ 4,220**	**$ 21,195**	**$ 147,226**	**$ 477,482**
Change in Fund Balance	270,637	(384,118)	(511,095)	(2,991)	16,975	126,031	330,256	(430,313)
Ending Fund Balance	**$ 902,424**	**$ 518,306**	**$ 7,211**	**$ 4,220**	**$ 21,195**	**$ 147,226**	**$ 477,482**	**$ 47,169**

Appendix 1

Historical and Projected Oaks Fifth Street Crossing Cost

Notes:

For years when the TIF fund receives tax increments, the City will pay to the owner of Oaks Fifth Street Crossing or its assigns the real property tax increments generated by the Oaks Fifth Street Crossing mixed-use development and received by the TIF fund .

The "Tax Increment Base" for the Oaks Fifth Street Crossing development is defined as $441,698 by Exhibit J of the Disposition and Development Agreement (2007).

Annual obligations for the tax increment end with termination of the TIF zone.

Disbursements through Sept. 30, 2017 are actuals and disbursements after 2017 assume a 3% growth in taxable value.

			City of Garland		Incremental Real Property Tax			Combined Increments to TIF Fund	
Year	DCAD Appraisal for Jan. 1	Disbursement in FY Ending Sept. 30	Taxable Value for Jan. 1 of This Year	Captured Appriased Value for Year	City 100% Total	County 55% Total	DCCCD 50% Total	Total Disbursement	Cumulative After 2010
Base	2003	2004	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1	2004	2005	-			-	-	-	
2	2005	2006	-			-	-	-	
3	2006	2007	-	-	-	-	-	-	-
4	2007	2008	441,698	-	-	-	-	-	-
5	2008	2009	441,698	-	-	-	-	-	-
6	2009	2010	441,698	-	-	-	-	-	-
7	2010	2011	13,700,000	13,258,302	91,727	17,406	8,122	164,528	164,528
8	2011	2012	11,800,000	11,358,302	78,582	15,385	6,958	100,925	265,453
9	2012	2013	13,390,000	12,948,302	89,582	16,999	7,891	114,472	379,925
10	2013	2014	15,700,000	15,258,302	107,579	20,432	9,516	137,527	517,452
11	2014	2015	17,000,000	16,558,302	116,631	22,140	10,368	149,139	666,591
12	2015	2016	18,800,000	18,358,302	129,307	24,546	11,495	165,348	831,939
13	2016	2017	17,750,000	17,308,302	121,867	23,132	10,834	155,833	987,772
14	2017	2018	18,500,000	18,058,302	124,936	23,708	11,062	159,706	1,147,478
15	2018	2019	19,055,000	18,613,302	128,776	24,436	11,402	164,614	1,312,092
16	2019	2020	19,626,650	19,184,952	132,730	25,187	11,752	169,670	1,481,762
17	2020	2021	20,215,450	19,773,752	136,804	25,960	12,113	174,877	1,656,639
18	2021	2022	20,821,913	20,380,215	141,000	26,756	12,485	180,241	1,836,879
19	2022	2023	21,446,570	21,004,872	145,322	27,576	12,867	185,765	2,022,644
20	2023	2024	22,089,967	21,648,269	149,773	28,421	13,261	191,455	2,214,100
Total for years 1-20									

Checklist for Inclusion of Items Required in TIF Project Plans and Financing Plans by Sec. 311.011, Texas Local Government Code

(1) A description and map showing existing uses and conditions of real property in the zone and proposed uses of that property.

Included on Exhibit C, D, E.

(2) Proposed changes of zoning ordinances, the master plan of the municipality, building codes, other municipal ordinances, and subdivision rules and regulations, if any, of the county, if applicable

Included on Page 8.

(3) A list of estimated nonproject costs

Included on Schedule 2.

(4) A statement of a method of relocating persons to be displaced, if any, as a result of implementing the plan.

Included on Page 8.

The reinvestment zone financing plan must include:

(1) A detailed list describing the estimated project costs of the zone, including administrative expenses. **Included on Schedule 2 & 3.**

(2) A statement listing the proposed kind, number, and location of all public works or public improvements to be financed by the zone. **Included on Page 8.**

(3) A finding that the plan is economically feasible and an economic feasibility study. **Included on page 8.**

(4) The estimated amount of bonded indebtedness to be incurred. **Included on Schedule 3.**

(5) The estimated time when related costs or monetary obligations are to be incurred. **Included on Schedule 3.**

(6) A description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit anticipated to contribute tax increment to the zone that levies taxes on real property in the zone. **Included on Schedule 1.**

(7) The current total appraised value of taxable property in the zone. **Included on Schedule 1.**

(8) The estimated captured appraised value of the zone during each year of its existence. **Included on Schedule 1.**

(9) The duration of the zone. **Included on page 5.**

Proposed Amendments to TIF #1 Project Plan and Financing Plan

April 30, 2018

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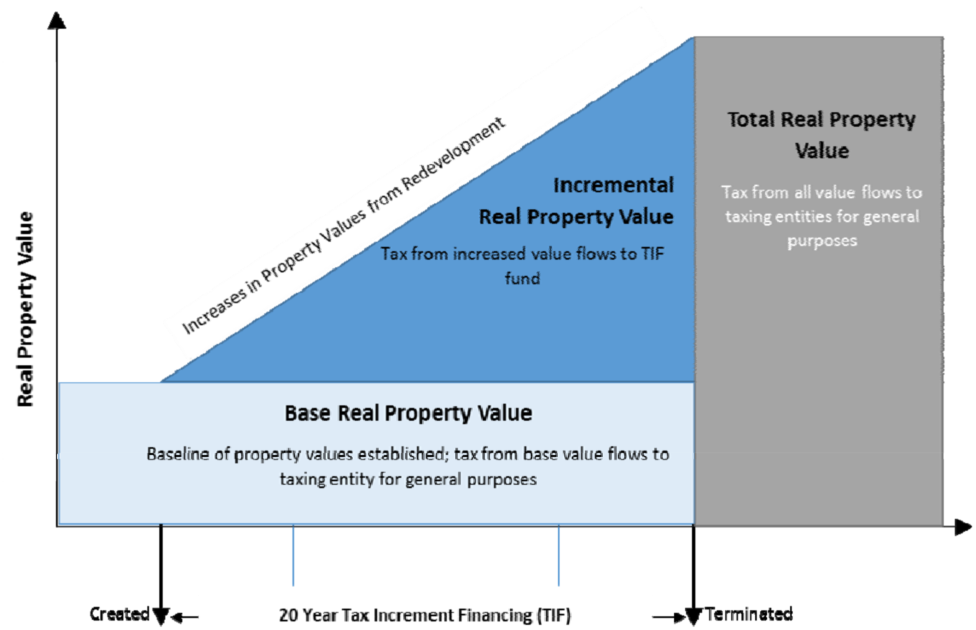
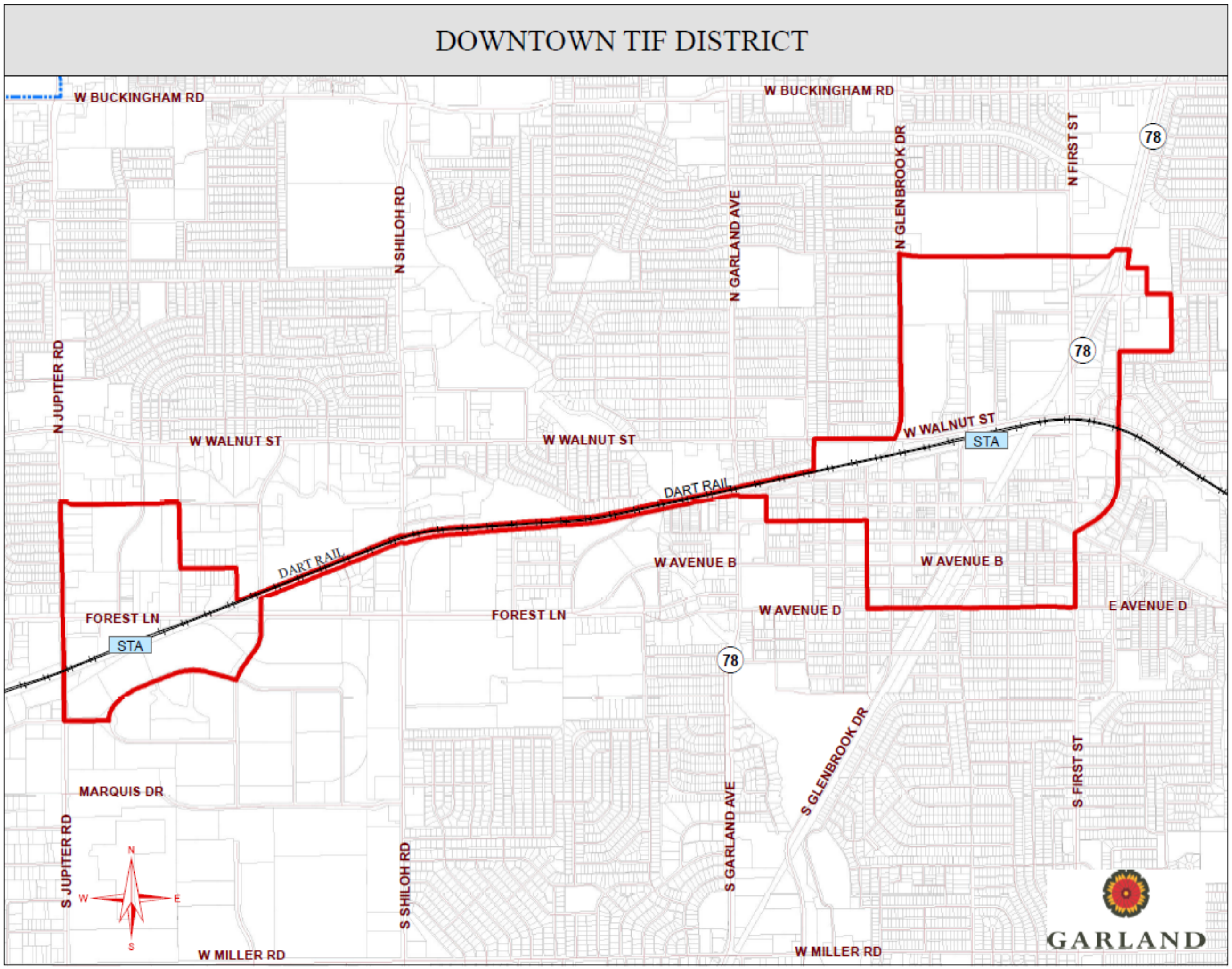
TIF #1 Background

- Created in 2003 to fund catalyst and revitalization projects
- TIF #1 performing well
- Project and Financing Plans need to be amended to program additional funds
- Incremental tax must be spent within the TIF Zone boundaries



TIF #1 Background



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Financing Plan

			City of Garland		Dallas County and DCCCD		Incremental Real Property Tax			Combined Increments to TIF Fund	
Year	Real Property Value for Jan. 1	Tax Due Without Penalty by Jan 31	Taxable Value for Jan. 1 of This Year	Captured Appraised Value for Year	Taxable Value for Jan. 1 of This Year	Captured Appraised Value for Year	City 100% Total	County 55% Total	DCCCD 50% Total	This Year	Cumulative After 2006
Base	2003	2004	$ 102,575,503	$ -	$102,504,903	$ -	$ -	$ -	$ -	$ -	$ -
1	2004	2005									
2	2005	2006									
3	2006	2007	$ 118,694,978	$ 18,469,579			$ 125,335			$ 125,335	125,335
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8	2011	2012	$ 136,170,390	$ 33,594,887			$ 239,170	$ 40,912		$ 280,082	1,525,036
9	2012	2013	$ 135,301,325	$ 32,725,822			$ 234,586	$ 54,318		$ 288,904	1,813,940
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13	2016	2017	$ 162,855,233	$ 60,279,730	$162,517,341	$ 60,012,438	$ 424,692	$ 83,763	$ 31,197	$ 539,652	3,635,360
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20	2023	2024	$ 226,162,027	$123,586,524	$220,934,526	$118,429,623	$ 862,083	$ 156,763	$ 73,146	$ 1,091,992	$ 10,052,878

Project Plan Considerations

- Allowed by TIF legislation
- Total amount of funding available
- Timing of funding availability
- Availability of alternate funding sources
- Speed and length of impact

TIF Board Recommendations

- March 28 TIF Board recommendations based on:
  - Texas Downtown Association's assessment report
  - Garland Downtown Business Association Board recommendations
  - TIF Board member input
  - City staff input

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TDA Assessment

In August of 2017, the Texas Downtown Association completed an assessment and recommended the following goals to encourage Downtown tourism and economic growth:

- Implement "Managed District" Services
- Increase Wayfinding Signage
- Improve Public Parking
- Redevelop the Square
- Enhance Streetscapes
- Implement Economic Development policies and programs
- Upgrade public Infrastructure
- Emphasize the Arts

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Project Funding

Downtown TIF	**Project Funding**
Managed District Services	$ 1,048,827
Public Infrastructure	$ 750,000
Façade Improvement Program	$ 490,000
Public Parking Lot Improvements	$ 371,250
Wayfinding / Signage	$ 199,980
Enhanced Square Programming	$ 154,000
Public Art	$ 50,000
TOTAL TIF PROJECT PLAN	**$ 3,064,057**

Managed District Services

Managed District Services Project Plan $1,048,827

<u>One-time funding</u> $ 143,242

- Purchase of seasonal décor, LED lighting for building rooflines and Square tree trunks, audio system (Splash Radio)
- Paid advertising on DART light rail to promote Downtown

<u>Recurring, annual funding for six years</u> $ 150,931 annually

- Downtown Coordinator salary, benefits, and operating expenses for six years
- Maintenance contract for lighting and seasonal décor
- Maintenance services related to enhanced event programming or enhanced landscaping on the Square/storefronts

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Public Infrastructure

Public Infrastructure Project Plan $ 750,000

- Public seating and trash receptacles on adjacent streets to Square included in project plan
- Examples of additional, undetermined public infrastructure projects may include:
  - Semi-permanent or removable safety features to protect event crowds from traffic encroachment
  - Semi-permanent structures to provide shade for Square patrons
  - Semi-permanent performance stage
  - Streetscape enhancements
  - Public sidewalks
  - Additional public fixtures (ex: lighting, bike racks, public restrooms, etc…)

GARLAND
TEXAS MADE HERE

Façade Improvement Program

Façade Improvement Project Plan $ 490,000

The TDA recommended implementation of economic development policies and programs to reduce blight and vacancies and to spur additional investment and economic growth in the district.

- Includes $98,000 per year for five years to implement a Façade Improvement Program

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TEXAS MADE HERE

Public Parking

Public Parking Project Plan $ 371,250

By interviewing multiple downtown shoppers and business owners, the TDA identified lack of sufficient parking as a potential problem facing Downtown Garland. The TDA recommended:

- Conducting a parking inventory survey (already funded and about to begin)
- Designate / construct additional parking, as needed; land acquisition, design and construction of one improved surface parking lot is included in this project
- Designate and direct vehicular traffic to public lots with wayfinding signage (covered in separate project plan)

Wayfinding / Signage

Wayfinding / Signage Project Plan $199,980

- Public Parking signage (on and to designated lots)
- Local merchant signage to off-Square businesses
- Repair/replacement of damaged Downtown kiosks, monument and wayfinding signage within TIF district

Enhanced Square Programming

Enhanced Square Programming Project Plan $ 154,000

- Installation of electrical utility upgrades to support enhanced event programming in the Square
- Additional interactive play equipment

Public Art

Public Art installations $ 50,000

- Multiple locations for possible public murals have been identified by City staff within the TIF boundaries
- Downtown Plano installed a series of public art statues along both sides of their main gateway entrance to draw visitors into the Downtown core

Council Action

- May 1 - Public Hearing
- May 1 – Ordinance adopting modified TIF Project Plan and Financing Plan
- Begin project plan implementation

ORDINANCE OF THE CITY OF GARLAND ADOPTING THE REVISED PROJECT AND FINANCING PLAN FOR THE DOWNTOWN/FOREST-JUPITER TAX INCREMENT FINANCING REINVESTMENT ZONE (TIF #1); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a Project and Financing Plan is required under Chapter 311 of the Texas Tax Code with the creation of a Tax Increment Financing Reinvestment Zone;

WHEREAS, the Project and Financing Plan for TIRZ #1 was created by Ordinance No. 5785 on December 2, 2003.

WHEREAS, the Project and Financing Plan was amended on January 20, 2015 by Ordinance No. 10175 to add funding to promote the City Center project through the encouragement of redevelopment;

WHEREAS, additional funding is desired to further enhance, improve, redevelop, encourage, and manage the growth of Downtown Garland; And

WHEREAS, the Board of Directors of TIRZ #1 met on March 28, 2018, and unanimously voted to accept the proposed changes to the Project and Financing Plan for TIRZ #1;.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS:

Section 1
That the City of Garland approves and adopts the proposed changes to the Project and Financing Plan for TIRZ #1, a copy of which is attached hereto as Exhibit "A".

Section 2
That this Ordinance shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this the _______ day of May 1, 2018.
CITY OF GARLAND, TEXAS

____

MAYOR
ATTEST:

____

CITY SECRETARY

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **3.d.**

Meeting Date: April 30, 2018

Item Title: Update on Rosehill Plan Implementation

Summary of Request/Problem

Staff will provide an update on Rosehill Plan Implementation.

Recommendation/Action Requested and Justification

Council discussion.
